

THE TOWN OF WESTFORD  
MASSACHUSETTS

FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD  
ROADWAY IMPROVEMENT PROJECT

# CONTRACT DOCUMENTS

Advertisement Date:  
June 27, 2012

Prepared for  
The Town of Westford  
28 North Street  
Westford, Massachusetts 01886

PROJECT #2010113

Prepared by





TABLE OF CONTENTS

<u>Division</u>	<u>Section Number</u>
0	BIDDING AND CONTRACT REQUIREMENTS
	Advertisement for Bids 00100
	Instruction to Bidders 00200
	General Bid Form 00410
	Bid Bond 00430
	Notice of Award 00510
	Agreement 00520
	Notice to Proceed 00550
	Performance Bond 00610
	Payment Bond 00615
	Certificate of Substantial Completion 00625
	General Conditions 00700
	Supplementary Conditions 00750
	Excerpts from Applicable State Law 00830
	Permits 00890
1	GENERAL REQUIREMENTS
	Scope of Work 01014
	Control of Work and Materials 01110
	Special Provisions 01140
	Project Record Documents 01781

Appendix A – Notice of Intent, Order of Conditions

Appendix B – State Wage Rates

Appendix C – Soil Boring (Probe) Logs

Appendix D – Supplementary Special Provisions

20-sheet plan set entitled “Roadway Improvement Project, Prepared for Town of Westford, Forge Village Road, Main Street, & Flagg Road, Westford, Massachusetts”, prepared by CME Associates, Inc., dated June 15, 2012.



SECTION 00100

ADVERTISEMENT FOR BIDS

TOWN OF WESTFORD, MASSACHUSETTS

FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD  
ROADWAY IMPROVEMENT PROJECT  
WESTFORD, MASSACHUSETTS

The Town of Westford invites sealed bids for furnishing the following items in accordance with plans and specifications prepared by CME Associates, Inc.: Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, Massachusetts. The project consists of 860 linear feet of road reconstruction, 140 linear feet of gravity retaining wall construction, and 470 linear feet of storm drainage construction. The estimated construction cost is \$400,000.

Bids will be received by the Town of Westford at the Office of the Town Engineer, Westford Highway Facility, 28 North Street, Westford, Massachusetts 01886, acting through the office of Town Manager, on or before Thursday, July 12, 2012 at 1:30 PM, at which time they will be opened and read aloud. Sealed envelopes containing bids must be clearly marked “Sealed Bid – Forge Village Road, Main Street & Flagg Road Roadway Reconstruction Project”.

Plans and specifications may be examined and/or obtained at the Office of the Town Engineer, 28 North Street, Westford, MA from 8:00 AM to 3:30 PM, Monday through Friday, except holidays. Plans and specifications may also be downloaded free of charge at [www.westfordma.gov/rfp](http://www.westfordma.gov/rfp). A nonrefundable \$10.00 mailing and handling fee will be charged to those requesting that the plans and specifications be mailed to them. There is no cost or deposit required for picking up the plans and specifications.

Each Bid must be accompanied by a bid security consisting of a BID BOND, CASHIER's, TREASURER's or CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price. Bid bonds shall be issued by a company qualified to do business in the Commonwealth.

The successful bidder must furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the Contract Price.

The successful bidders shall conform to the Classifications and Minimum Wage Rates, when applicable, as determined by the Commissioner of Labor and Industries for the Commonwealth of Massachusetts. Bidders shall conform to all specifications and shall use the bid sheets provided for submittal.

Bidders must be MASSDOT pre-certified to bid on this project.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the Town to be the lowest responsible and eligible bidder.

The Town of Westford is an affirmative action/equal opportunity owner/purchaser.

The bidder agrees that its 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 the bids.

The Town reserves the right to waive any informalities to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed as in its best interest.

All proposals are subject to Commonwealth of Massachusetts Department of Labor and Industry Rates, EEOC Regulations, OSHA regulations, and MGL Chapter 30B, Chapter 30 39M, and Chapter 149, Section 44A, where applicable. MBE and WBE contractors are encouraged to bid.

The Town of Westford  
Jodi Ross, Town Manager

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Westford, Massachusetts, herein called the Owner, will receive sealed Bids for the Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project. Such bids addressed to the Town Engineer, Town of Westford, Westford Highway Facility, 28 North Street, Westford, Massachusetts 01886. The outside of the sealed bid shall be endorsed “Bid for Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project”. Bids will be received at the Town Engineer’s Office until 1:30 PM prevailing time, on Thursday, July 12, 2012, at which time and place said bids will be publicly opened and read aloud.

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 a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

This Contract contains a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt on this project is \$637.50 per ton.

2. Location and Work to be Done

The work consists of 860 linear feet of road reconstruction, 140 linear feet of gravity retaining wall construction, and 470 linear feet of storm drainage construction on Forge Village Road, Main Street & Flagg Road, as more specifically described in the attached contract specifications.

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

The Work to be done and paid for under any item shall 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.

**The Contractor shall provide the Town of Westford with a “red line” plan and/or field measurements depicting the locations and depths of all utilities installed, sufficient to create an accurate as built drawing for the Town’s records.**

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. In the event of a discrepancy between figures and words, the amount(s) indicated by the words shall prevail. In an event of a discrepancy between the total stated Bid Price and the sum of the individual Bid Items, the sum of the individual items shall prevail.

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. Bid Opening Procedures

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected.

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

Properly executed bid security shall accompany the Bid.

Bid signatures will be checked.

All addenda will be sent by certified mail, e-mail or fax, with return receipt requested, to all prospective bidders and the last of which will be mailed or sent not later than five days prior to the date established for submission of bids. All bidders shall include with their bids the written acknowledgment form provided in Section 00410, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, all bids will be taken under advisement. All those present at the bid opening may examine all bids after the bid opening and after the reading of the low bids.

5. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him 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 he 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.

Bidders must be pre-qualified under Massachusetts Department of Transportation.

6. Conditions of Work

Each bidder must be fully familiar with 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 his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his

work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

7. 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.

Every request for such interpretation should be directed in writing to Mr. Chuck Eaton, P.E., CME Associates, 32 Crabtree Lane, Woodstock, CT 06281, fax (860) 928-7846. To be given consideration such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be sent by certified mail, e-mail, or fax, with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), not later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

8. Security for Faithful Performance

Simultaneously with the 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 in Section 00700, GENERAL CONDITIONS included 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.

9. 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.

10. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws municipal ordinances or Bylaws, 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. Attention is directed to Section 00830 and to other applicable sections of this specification.

11. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

12. 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 his bid.

13. 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 him or obtained in any examination made by him in any manner as a basis of or ground 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 structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

14. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the Owner, in the amount stated in Section 00100, INVITATION TO BID. Such checks 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 check 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.

15. Right to Reject Bid

The Owner reserves the right to 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, alternations, or similar irregularities, or the Owner may waive such omissions, conditions or irregularities.

16. Time for Completion

All work of the contract must be completed on or within the time period stated in Section 00520, AGREEMENT. Bidders shall be prepared to commence the work of the contract as stated in Section 00520, AGREEMENT.

17. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum price set forth in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between prices written in words and figures, the prices written in words will govern.

The Owner agrees to examine and consider each FORM OF GENERAL BID submitted in consideration of the qualifications of the bidder and the bidder's agreements, as herein above set forth and as set forth in Section 00410, FORM OF GENERAL BID.

Discrepancies between the individual sum of any column of figures and the correct sum will be resolved in favor of the correct sum.

18. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder based on the price of the Base Bid" pursuant to Massachusetts General Laws Chapter 149, Section 44A(2), as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law.

19. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 149, Sections 44A through 44H and M.G.L. c.30, section 39, as amended and applicable, need not be accepted and the Owner may reject every such bid.

20. MASSDOT Pre-Qualification

In accordance with M.G.L. c.30, 39M, every bidder must be pre-qualified by the Massachusetts Department of Transportation.

21. Wage Rates

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

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, section 39, and all other applicable Federal, State and Local Laws and Regulations concerning Contractor records.

The Contractor shall retain their record for at least seven (7) years after final payment. During this period, the Owner, the Inspector General or any authorized representative of the grantor agency shall have the right to inspect these records.

23. Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the Supplemental General Conditions and in such form as shall protect him performing work covered by the Contract, or the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

24. Affirmative Action/Equal Employment Opportunity Laws and Regulations

The Town of Westford is an affirmative action/equal opportunity owner/purchaser. The bidder's attention is directed to all applicable State Laws, Town Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the Town to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

Any contract resulting from this Invitation shall obligate the Contract or Subcontractor not to discriminate in employment practices.

25. Conflict Between Specifications

Wherever conflicts exist between these specifications and Commonwealth of Massachusetts laws, rules or regulations, the laws or rules or regulations of the Commonwealth shall prevail. Whenever conflicts exist between the specifications and the plan set, the requirements of the plan set shall prevail.

26. Laws and Regulations

The Bidders attention is directed to the fact that all applicable Federal, State and municipal laws, regulations and ordinances shall apply to the contract as though they were written out in full.

27. Severability

If any provision of this Agreement or portion of such provision or application thereof to any person, entity, or circumstances is held invalid, the remainder of the Agreement (or remainder of such provision) and the application of other person, entities or circumstances shall not be affected thereby so long as such remaining or modified provisions reflect the intent of the parties.

28. Massachusetts Sales and Use Tax

Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate will be furnished to the Contractor. Each Bidder shall take this exemption into account in calculating their Bid for the work.

29. 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.

30. Labor, Safety and Health Regulations

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

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

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Work Force Development of Industrial Safety “Rules and Regulations for the Prevention of Accidents in Construction Operations” (Industrial Bulletin No. 12). Contractors shall be familiar with the requirements of these regulations.

31. Permits

The Contractor shall be responsible for obtaining all permits needed to commence and complete the Work. The Town shall waive all permit fees under its jurisdiction.

END OF SECTION

SECTION 00410

FORM OF GENERAL BID

Bid of \_\_\_\_\_ (hereinafter called “Bidder”)\*

(\_\_\_\_\_) a corporation, organized and existing under the laws of the state of

\_\_\_\_\_

(\_\_\_\_\_) a partnership

(\_\_\_\_\_) a joint venture

(\_\_\_\_\_) an individual doing business as \_\_\_\_\_

To the Town of Westford, Massachusetts (hereinafter called “Owner”).

Gentlemen:

The Bidder, in compliance with your invitation for bids for Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, Massachusetts, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written “Notice to Proceed” of the Owner, and to fully complete the project by the dates specified in Section 00520 AGREEMENT. The Bidder further agrees to pay liquidated damages as stated in Section 00520 AGREEMENT.

\_\_\_\_\_  
\*Insert corporation, partnership or individual as applicable.



Bidder acknowledges receipt of the following addenda:

No. \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 No. \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 No. \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 No. \_\_\_\_\_  
 Dated: \_\_\_\_\_

**UNIT PRICE BID:**

**BASE PROPOSAL:** Bidder agrees to perform all of the work described in the specifications and shown on the plans for the following unit prices:

Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern.

Item quantities are assumed for comparison of bids.

**FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD  
ROADWAY IMPROVEMENT PROJECT**

Item No.	Est. Qty.	Description
101	0.4 ACRE	Clearing and Grubbing

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
120	830 CY	Earth Excavation (Includes Driveways)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
129	308 SY	Pavement Milling

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
140	210 CY	Bridge Excavation

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
141	80 CY	Class A Trench Excavation (Pipe Removal)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
141.1	15 CY	Test Pit for Exploration

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
144	80 CY	Class B Rock Excavation

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
146	2 EA	Drainage Structure Removed

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
151.01	504 CY	Gravel Borrow – Type C (Includes Driveways)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
151.2	170 CY	Gravel Borrow for Backfilling Structures and Pipes

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
170	1,785 SY	Fine Grading and Compacting

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
201	5 EA	Catch Basin (CBCI)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
202	5 EA	Manhole

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
203	2 EA	Special Manhole (6' Diameter)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
220	1 EA	Drainage Structure Adjusted

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
221	7 EA	Frame and Cover

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
222.3	5 EA	Frame and Grate Municipal Standard

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
224.12	6 EA	12-Inch Hood (Eliminators)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
230.212	68 FT	12-Inch Corrugated Metal Pipe 14 Gage

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
252.12	230 FT	12-Inch Corrugated Plastic (Polyethylene) Pipe

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
252.18	120 FT	18-Inch Corrugated Plastic (Polyethylene) Pipe

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
252.30	42 FT	30-Inch Corrugated Plastic (Polyethylene) Pipe

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
258	54 SY	Stone Pipe Ends and Stone Swale

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
269.08	305 FT	8-Inch Slot-Perforated Corrugated Plastic Pipe (Subdrain)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
280	8 SY	Hot Mix Asphalt Waterway

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
402	253 CY	Dense Graded Stone for Subbase

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
440	2,180 LB	Calcium Chloride for Roadway Dust Control

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
443	1.30 MGL	Water for Roadway Dust Control

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
450.22	230 TON	HMA Surface Course-Standard Top

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
450.31	300 TON	HMA Intermediate Course-Binder

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
450.5	130 TON	HMA Leveling Course-Leveling Mix

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
464	135 GAL	Bitumen for Tack Coat

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
464.5	950 FT	Hot Poured Rubberized Asphalt Sealer

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
470.2	70 FT	Modified Cape Cod Berm

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
472	2 TON	Hot Mix Asphalt for Miscellaneous Work (HMA Berm Pad)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
482.3	670 FT	Sawing Asphalt Pavement

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
504	550 FT	Granite Curb Type VA4 – Straight

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
514	5 EA	Granite Curb Inlet – Straight

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
620.1	337.5 FT	Steel W Beam Highway Guard (Single Faced) (Weathering Steel)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
620.3	25 FT	Steel W Beam Highway Guard-Curved (Single Faced) (Weathering Steel)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
627.1	4 EA	Steel W Beam Terminal Section (Single Faced) (Weathering Steel)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
635.1	260 FT	Highway Guard Removed and Discarded

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
697	950 FT	Sedimentation Fence

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
697.1	6 EA	Silt Sack

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
698.3	300 SY	Geotextile Fabric for Separation

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
703	60 TON	Hot Mix Asphalt Driveway

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
715	1 EA	Rural Mail Box Removed and Reset

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
751	130 CY	Loam Borrow

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
765	930 SY	Seeding

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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

Item No.	Est. Qty.	Description
767	0.9 TON	Hay Mulch

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_

(dollars)

and \_\_\_\_\_

(cents)

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



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
767.12	950 FT	Compost Filter Tubes (Straw Wattle)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
769	370 FT	Pavement Milling Mulch under Guard Rail

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
847.1	4 EA	Sign Sup (N/Guide) + RTE MKR W/1 BRKWAY Post Assembly-Steel

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
851	120 UD	Safety Controls for Construction Operations

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
852	60 SF	Safety Signing for Construction Operations

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
853.2	170 FT	Temporary Concrete Barrier

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
854.014	190 FT	Temporary Paving Markings - 4 in. (Painted)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)

Item No.	Est. Qty.	Description
859	2,300 DD	Reflectorized Drum

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_)



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
866.04	1,680 FT	4-Inch Reflectorized White Line (Thermoplastic)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
866.12	24 FT	12-Inch Reflectorized White Line (Thermoplastic)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
867.04	1,800 FT	4-Inch Reflectorized Yellow Line (Thermoplastic)

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
874.2	3 EA	Traffic Sign Removed and Reset

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
874.4	3 EA	Traffic Sign Removed and Stacked

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
901	5 CY	4000 psi 1.5" 565 Cement Concrete

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
939	990 SF	Prefabricated Modular Wall System

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )

Item No.	Est. Qty.	Description
950.1	1 LS	Temporary Shoring

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (dollars)  
 and \_\_\_\_\_  
 (cents)  
 (\$ \_\_\_\_\_ )



FORGE VILLAGE ROAD, MAIN STREET & FLAGG ROAD IMPROVEMENT PROJECT  
TOWN OF WESTFORD – 2007251

Item No.	Est. Qty.	Description
1000	1 LS	Cobblestone Island

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_ (dollars)

and \_\_\_\_\_ (cents)

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

Item No.	Est. Qty.	Description
1001	1 EA	Headwall

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_ (dollars)

and \_\_\_\_\_ (cents)

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

Item No.	Est. Qty.	Description
1002	1 LS	BVW Replication

Unit Price \_\_\_\_\_ Total Item \$ \_\_\_\_\_

\_\_\_\_\_ (dollars)

and \_\_\_\_\_ (cents)

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

**TOTAL OF BASE BID**

The Base Bid computed contract price for Items 101 through 1002 inclusive is:

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents

(\$ \_\_\_\_\_).



The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) days, excluding Saturdays, Sundays and Holidays, after the scheduled closing time for receiving bids.

The undersigned agrees that, if he is selected as the contractor, he will, within ten calendar days 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 he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to award 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. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder.



Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Respectfully Submitted:

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

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Name of Bidder)

(SEAL)  
(If bid is by a corporation)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)



**CERTIFICATE OF VOTE**

(To be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
(Secretary of the Corporation)  
and acting Secretary of \_\_\_\_\_ and I further certify  
(Name of Corporation)  
that a meeting of the Directors of said Company, duly called and held on \_\_\_\_\_,  
(Date of Meeting)  
at which all Directors were present and voting, the 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:



**CERTIFICATE AS TO PAYMENT OF STATE TAXES**

Pursuant to M.G.L. C.62C, §49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

---

Social Security Number or  
Federal Identification Number

---

Signature of Individual or  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer (if applicable)



**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)







**BID BOND**

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

Town of Westford  
55 Main Street  
Westford, MA 01886

BID

Bid Due Date: July 27, 2012

Description *(Project Name and Include Location)*:

Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, Massachusetts

BOND

Bond Number:

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

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

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

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

# Notice of Award

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

---

Project: Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, MA

---

Owner: Town of Westford

---

Owner's Contract No.:

---

Contract:

---

Engineer's Project No.: 2007251

---

Bidder:

---

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

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You are notified that your Bid dated \_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, Massachusetts.

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

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

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

---

Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy: Chuck Eaton - CME



**SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ The Town of Westford \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.  
The Work is generally described as follows:

The project consists of 860 linear feet of road reconstruction, 140 linear feet of gravity retaining wall construction, and 470 linear feet of storm drainage construction.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, Massachusetts

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times

commence to run. These times are exclusive of a winter shut down period from November 15<sup>th</sup> to April 1<sup>st</sup>.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$400 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 3 percent per annum.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings consisting of 20 sheets with each sheet bearing the following general title:  
Roadway Improvement Project, Prepared for Town of Westford, Forge Village Road, Main Street, & Flagg Road, Westford, Massachusetts
  8. Addenda
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

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

### *10.02 Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

OWNER:

CONTRACTOR

By: Jodi Ross

By: \_\_\_\_\_

Title: Westford Town Manager

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

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

Attest \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

Town of Westford Town Manager

\_\_\_\_\_

55 Main Street

\_\_\_\_\_

Westford, MA 01886

\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

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

Agent for service of process:

\_\_\_\_\_

Notice to Proceed

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

Project: Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, MA

Owner: Town of Westford

Owner's Contract No.:

Contract:

Engineer's Project No.: 2007251

Contractor:

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

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 120, and the number of days to achieve readiness for final payment is 150.

Before you may start any Work at the Site, you must:

\_\_\_\_\_ [add requirements].

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

The Town of Westford

Owner

Given by:

Authorized Signature

Town Manager

Title

Date

Copy: Chuck Eaton - CME

# PERFORMANCE BOND

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

---

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

OWNER (*Name and Address*):

Town of Westford  
55 Main Street  
Westford, MA 01886

CONTRACT

Effective Date of Agreement:

Amount:

Description:    Forge Village Road, Main Street & Flagg Road, Roadway  
Improvement Project, Westford, Massachusetts

BOND

Bond Number:

Date (*Not earlier than Effective Date of  
Agreement*):

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:



# PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

Town of Westford  
55 Main Street  
Westford, MA 01886

## CONTRACT

Effective Date of Agreement:

Amount:

Description:

Forge Village Road, Main Street & Flagg Road, Roadway  
Improvement Project, Westford, Massachusetts

## BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or

otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:



# Certificate of Substantial Completion

Project: Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project

Owner: Town of Westford

Owner's Contract No.:

Contract:

Engineer's Project No.: 2007251

**This Certificate of Substantial Completion applies to:**

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

---

---

---

---

\_\_\_\_\_   
Date of Substantial Completion

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

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

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

- Amended Responsibilities                       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	<b>Page</b>
Article 1 – Definitions and Terminology .....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	5
Article 2 – Preliminary Matters .....	6
2.01 Delivery of Bonds and Evidence of Insurance .....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work.....	7
2.05 Before Starting Construction .....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse .....	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	9
3.04 Amending and Supplementing Contract Documents.....	9
3.05 Reuse of Documents .....	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	11
4.01 Availability of Lands.....	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions .....	12
4.04 Underground Facilities.....	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site .....	14
Article 5 – Bonds and Insurance.....	16
5.01 Performance, Payment, and Other Bonds.....	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance .....	17
5.04 Contractor’s Insurance .....	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance.....	19
5.07 Waiver of Rights .....	20
5.08 Receipt and Application of Insurance Proceeds.....	21

5.09	Acceptance of Bonds and Insurance; Option to Replace .....	21
5.10	Partial Utilization, Acknowledgment of Property Insurer.....	22
Article 6 – Contractor’s Responsibilities .....		22
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours .....	22
6.03	Services, Materials, and Equipment .....	22
6.04	Progress Schedule .....	23
6.05	Substitutes and “Or-Equals” .....	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties .....	27
6.08	Permits.....	27
6.09	Laws and Regulations .....	28
6.10	Taxes .....	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection .....	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies .....	30
6.17	Shop Drawings and Samples .....	31
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee .....	33
6.20	Indemnification .....	33
6.21	Delegation of Professional Design Services.....	34
Article 7 – Other Work at the Site.....		35
7.01	Related Work at Site .....	35
7.02	Coordination.....	35
7.03	Legal Relationships.....	36
Article 8 – Owner’s Responsibilities.....		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer .....	36
8.03	Furnish Data .....	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance.....	36
8.07	Change Orders.....	37
8.08	Inspections, Tests, and Approvals .....	37
8.09	Limitations on Owner’s Responsibilities .....	37
8.10	Undisclosed Hazardous Environmental Condition .....	37
8.11	Evidence of Financial Arrangements.....	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction.....		37
9.01	Owner’s Representative .....	37

9.02	Visits to Site .....	37
9.03	Project Representative.....	38
9.04	Authorized Variations in Work .....	38
9.05	Rejecting Defective Work.....	38
9.06	Shop Drawings, Change Orders and Payments.....	39
9.07	Determinations for Unit Price Work .....	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer’s Authority and Responsibilities .....	39
9.10	Compliance with Safety Program .....	40
Article 10 – Changes in the Work; Claims .....		40
10.01	Authorized Changes in the Work .....	40
10.02	Unauthorized Changes in the Work.....	41
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 – Cost of the Work; Allowances; Unit Price Work.....		42
11.01	Cost of the Work .....	42
11.02	Allowances .....	45
11.03	Unit Price Work .....	45
Article 12 – Change of Contract Price; Change of Contract Times .....		46
12.01	Change of Contract Price .....	46
12.02	Change of Contract Times .....	47
12.03	Delays.....	47
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		48
13.01	Notice of Defects.....	48
13.02	Access to Work .....	48
13.03	Tests and Inspections .....	49
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work .....	50
13.07	Correction Period .....	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work .....	52
Article 14 – Payments to Contractor and Completion .....		52
14.01	Schedule of Values.....	52
14.02	Progress Payments .....	52
14.03	Contractor’s Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization .....	56
14.06	Final Inspection.....	57
14.07	Final Payment.....	57
14.08	Final Completion Delayed .....	58

14.09 Waiver of Claims .....	58
Article 15 – Suspension of Work and Termination .....	59
15.01 Owner May Suspend Work.....	59
15.02 Owner May Terminate for Cause .....	59
15.03 Owner May Terminate For Convenience .....	59
15.04 Contractor May Stop Work or Terminate.....	59
Article 16 – Dispute Resolution .....	59
16.01 Methods and Procedures .....	59
Article 17 – Miscellaneous .....	59
17.01 Giving Notice .....	59
17.02 Computation of Times .....	59
17.03 Cumulative Remedies .....	59
17.04 Survival of Obligations .....	59
17.05 Controlling Law .....	59
17.06 Headings.....	59

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

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

### *2.02 Copies of Documents*

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

### *2.03 Commencement of Contract Times; Notice to Proceed*

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

## 2.04 *Starting the Work*

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

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

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

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02 *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

#### A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

#### B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### *4.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### *4.02 Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
  2. is of such a nature as to require a change in the Contract Documents; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### *5.01 Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### *5.02 Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
  - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

## 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

### *7.02 Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

## 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

## 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

## 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
  1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### *12.01 Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
    - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### *16.01 Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or
  3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### *17.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

### TABLE OF CONTENTS

		Page
SC-1.01.A.19	Engineer's Consultants	1
SC-2.02.A.	Copies of Documents	1
SC-3.03.B.	Resolving Discrepancies	2
SC-4.02	Subsurface and Physical Conditions	2
SC-4.06	Hazardous Environmental Condition at Site	2
SC-5.04	Contractor's Liability Insurance	2
SC-6.05.C	Substitutes and "Or-Equals", Engineer's Evaluation	3
SC-6.06	Concerning Subcontractors, Suppliers, and Others	4
SC-6.10	Taxes	4
SC-14.07	Final Payment	4

#### **SC-1.01.A.19. Add the following language to the end of Paragraph 1.01.A.19:**

The Engineer's Consultant on this project is:

CME Associates, Inc.  
32 Crabtree Lane  
Woodstock, CT 06281  
P (860) 928-7848  
F (860) 928-7846

#### **SC-2.02.A. Delete Paragraphs 2.02.A. in its entirety and insert the following:**

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

**SC-3.03.B. Insert Paragraph 3.03.B.2. in its entirety:**

2. The provisions of the Plan Set shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Specifications and the Plan Set.

**SC-4.02. Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:**

- A. All explorations or tests of subsurface conditions at or contiguous to the Site are included in the Contract Documents.

**SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. No reports or drawings of Hazardous Environmental Conditions at or contiguous to the Site are known to the Owner or Engineer.
- B. Not used.

**SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
    - a. State: Statutory
    - b. Applicable Federal (e.g., Longshoremen's) Statutory
    - c. Employer's Liability \$ 100,000
  2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
    - a. General Aggregate \$ 2,000,000
    - b. Products - Completed Operations Aggregate \$ 1,000,000
    - c. Personal and Advertising Injury \$ 1,000,000
    - d. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
  - f. Excess or Umbrella Liability
    - 1) General Aggregate \$ 3,000,000
    - 2) Each Occurrence \$ 3,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:
    - Each Person \$ 1,000,000
    - Each Accident \$ 1,000,000
  - b. Property Damage:
    - Each Accident \$ 1,000,000
  - c. Combined Single Limit of \$ 1,000,000
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
    - Each Person \$ 2,000,000
    - Each Accident \$ 2,000,000
  - b. Property Damage:
    - Each Accident \$ 2,000,000
    - Annual Aggregate \$ 2,000,000
5. The Owner shall be listed as Additional Insured.

**SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C. Engineer's Evaluation. The paragraph text is re-titled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:**

- 1. During Bidding. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and

has been received by Engineer at least 5 days prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

**SC-6.10. Add a new paragraph immediately after Paragraph 6.10.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Connecticut and of cities and counties thereof on all materials to be incorporated into the Work.
  - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

**SC-14.07. Add a new paragraph immediately after Paragraph 14.07.A.3.:**

- 4. If the Contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a Contractor may request the balance of retainage. If these documents are not provided, retainage can not be paid until 91 days after the date on the Certificate of Substantial Completion.

END OF SECTION

SECTION 00830

Excerpts from Chapter 149 and Chapter 30 of the Massachusetts General Laws

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

**Section 25.** “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.** “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 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-three 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 provisions to this effect...”

**Section 27B. Records and Reports to be Kept and Furnished by Public Works Contractors**

Every contractor, subcontractor or public body engaged in said public works to which sections twenty-seven and twenty-seven A apply shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on said works, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the commissioner, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. Such records shall be open to inspection by any authorized representative of the department at any reasonable time, and as often as may be necessary. Every contractor and subcontractor required to keep such a record shall submit a copy of said record to the awarding authority on a weekly basis.

Each such contractor, subcontractor or public body shall preserve its payroll records for a period of three years from the date of completion of the contract.

Each such contractor, subcontractor or public body shall furnish to the commissioner of labor and industries within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervise the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

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

I, \_\_\_\_\_ (Name of signatory party), \_\_\_\_\_ (Title) do hereby state:

That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor, subcontractor or public body) on the \_\_\_\_\_ (Building or project) and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the commissioner for such inspection.

**Section 34.** “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 work 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.** “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.** “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 policy officer employed by him in any city or town the prevailing rate of wage paid to regular police officers employed by him in such city or town.”

**Section 44D.** (1) (a) Every bid or offer submitted for a contract subject to section forty-four A shall be accompanied by a copy of a certificate of eligibility issued by the commissioner showing that the bidder or offeror has the classification and capacity rating to perform the work required. The bid or offer shall also be accompanied by an update statement in such form as the commissioner shall prescribe. A blank copy of such form shall be furnished by the awarding authority to every person or business entity requesting a copy. The update form shall provide space for information regarding all projects completed by the bidder or offeror since the date of certification of eligibility, all projects which the bidder or offeror currently has under contract including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder’s or offeror’s, financial position or business organization since the date of certification of eligibility, and such other relevant information as the commissioner shall prescribe. Any bid or offer submitted without the appropriate certificate and update statement shall be invalid.

(b) The applicant shall certify under penalties of perjury at the conclusion of the application to bid that there have been no substantial changes in his/her financial position or business organization other than those changes noted within the application since the applicant’s most recent prequalification statement and that the bid to be made will be in all respects bona fide, fair and made without collusion or fraud with any other person. “Person” here means any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

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

**Section 39F.** “(1) Every contract awarded pursuant to sections forty-four A to L inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.”

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

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

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

“(d) If, within seventy-days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered 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) of 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 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).”

**Section 39K.** “Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or public body, shall contain the following paragraph: Within fifteen-days (twenty-four-days in the case of the commonwealth) 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, 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 complete 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 less (2) a retention for direct payments to subcontractors based on demand 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 corrected 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 Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contractor for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.”

“All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each file 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.”

**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 any such work, a foreign corporation which has not filed with such awarding authority a certification of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, 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 worked under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.

**Section 39M (b).** “Specifications for such contractors, 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 by the awarding authority to anyone making a written request therefore, 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 (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 or 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.”

**Section 39N.** “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.** “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...”

“(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.** “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, or 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 39R(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 section thirty-nine M of chapter thirty, sections forty-four A through H, inclusive, of chapter one hundred and forty-nine and sections thirty B through thirty P, inclusive, of chapter seven.
- (2) “*Contract*” means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven and any contract awarded or executed pursuant to section thirty-nine M or chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine, which is for an 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/her residence or principal office and who is in fact independent. In determining whether an account 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/she has made and sets forth his/her 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 therefore 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 officer, 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 B through thirty P, inclusive, of chapter seven, and pursuant to section thirty-nine M of chapter thirty or to section forty-five 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 awarding authority, office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his/her subcontractor that directly pertain to, and involve transactions relating to, the contractor or his/her 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/her 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 expression an opinion as to:

- (1) Whether the representative 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 awarding authority and the deputy commissioner of capital planning and operations 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 deputy commission for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The deputy commissioner of capital planning and operations 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 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 statement shall be made available pursuant to the provisions of clause (2) of paragraph (b).

**Section 40.** “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 therefore specifically relating to the unexpired guarantees shall be taken.”

SECTION 00890

PERMITS

1. General Requirements

- A. The Owner has obtained or will obtain the permits as listed below. The Contractor shall obtain and pay for certain permits, as indicated. The Contractor shall obtain and pay for all other permits required.

<u>Permits by Owner</u>	<u>Status</u>
Conservation Commission Order of Conditions	Attached

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

2. Conservation Commission Orders

The Conservation Commission, under the authority of Massachusetts General Laws Chapter 131, Section 40, will issue 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 these Contract Documents.

END OF SECTION

SECTION 01014  
SCOPE OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall provide all labor, material, and equipment necessary to complete road and utility reconstruction on Forge Village Road, Main Street & Flagg Road, Roadway Improvement Project, Westford, Massachusetts. The project consists of 860 linear feet of road reconstruction, 140 linear feet of gravity retaining wall construction, and 470 linear feet of storm drainage construction.
- B. The Contractor shall coordinate with the Town of Westford, the Westford Highway Department, The Westford Engineering Department, the Westford Police Department, Westford Public Schools, and all other Town Departments as required to complete the project as specified herein.
- C. It is highly desirous for the Town of Westford to have the improvement project substantially completed prior to the opening of public schools on Tuesday, August 28, 2012. Detours are not permissible on Main Street and Forge Village Road at any time during the project and detours on Flagg Road are only permissible with prior authorization from the Westford Police Department and the Westford Highway Superintendent.
- D. The Owner shall be invoiced directly by the Police Department for any and all uniformed police detail officers used for traffic control. The Contractor shall coordinate with the Police Department for uniformed traffic details. The Contractor shall be billed for any improper coordination or cancellation of uniformed officer details.
- E. The Contractor shall provide to the Town an as-built drawing of all utilities constructed as part of this project.
- F. Payment for the work described in the specifications shall be paid under the attached FORM OF GENERAL BID.
- G. All construction work shall be in accordance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges dated 1988, as amended, including all Supplemental Specifications, Standard Details, and Traffic Standard Details.
- H. All work shall comply with Federal, State, and Local Laws and Regulations.

1.02 SITE SECURITY

The Contractor shall be required to isolate any excavation, trench, or dangerous conditions with the use of temporary construction fencing and/or barriers.

1.03 QUALITY ASSURANCE

All work shall be completed in accordance with all local, State and Federal laws, ordinances, rules, and regulations and within the guidelines of these specifications.

END OF SECTION





SECTION 01110

CONTROL OF WORK AND MATERIALS

1. Hauling, Handling and Storage of Materials
2. Open Excavations
3. Maintenance of Traffic
4. Care and Protection of Property
5. Protection and Relocation of Existing Structures and Utilities
6. Maintenance of Flow
7. Rejected Materials and Defective Work
8. Sanitary Regulations
9. Safety and Health Regulations
10. Site Investigation
11. Electric Service
12. Hazardous Waste

1. Hauling, Handling, and Storage of Materials

- A. The Contractor shall, at his own expense, handle and haul all materials furnished by him and shall remove any of his surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by him that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.
- D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.
- E. Unless approved by the Engineer, the use of easements for ease of access to and egress from other areas of the project will not be permitted.

2. Open Excavations

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress. The Contractor shall submit a Pedestrian Safety Plan for approval by the Engineer and the Town prior to construction.
- B. Bridges provided for access to private property during construction shall be removed when no longer required.

- C. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- E. All street excavations shall be completely closed at the end of each work day. Steel Plates will not be permitted unless the contractor receives written permission from the Department of Public Works.

3. Maintenance of Traffic

- A. Unless permission to close the street is received in writing from the proper authority, all materials shall be placed so that vehicular and pedestrian traffic may be maintained at all times.
- B. Should the Owner deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers as required.
- C. The Contractor shall at his own expense, as directed by the Owner, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. He shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner.
- D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.
- E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

4. Care and Protection of Property

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

5. Protection and Relocation of Existing Structures and Utilities

- A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. Should such property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.
- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.
- C. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) promptly restore them in accordance with the specifications.
- D. Protection or temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the Total Price Bid in the FORM OF GENERAL BID.
- E. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.
- F. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.
- G. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

6. Maintenance of Flow

- A. The Contractor shall at his own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.
- B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, he shall repair the same within the same day.
- C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by his operations as described in Section 01740, SITE CLEANUP.

7. Rejected Materials and Defective Work

- A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.

- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Engineer, occurring previous to the final payment.

8. Sanitary Regulations

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

9. Safety and Health Regulations

This project is subject to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." Contractors shall be familiar with the requirements of these regulations.

10. Site Investigation

The Contractor acknowledges that he has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

11. Electric Service

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

12. Hazardous Waste

Should the Contractor, while performing work under this contract, uncover hazardous materials, as defined in Massachusetts Hazardous Waste Regulations 310 CMR 30.00, he shall immediately notify the Engineer. The Contractor is not, and has no authority to act as, a handler, generator, operator or disposer of hazardous or toxic substances found or identified at the site, and the Owner shall undertake all such functions.

END OF SECTION



SECTION 01140

SPECIAL PROVISIONS

1. Water for Construction Purposes
2. Pipe Location
3. Dimensions of Existing Structures
4. Occupying Private Property
5. Existing Utility Locations - Contractor's Responsibility
6. Coordination of Work
7. Time for Completion of Contract
8. Maintenance of Trench Surface
9. Design of Equipment
10. Cutting, Fitting and Patching
11. Connections to Existing System
12. Protection of Water Resources
13. Contractor's Representative
14. Hours of Construction Activity
15. Construction Crews
16. Compliance with Permits

1. Water for Construction Purposes

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
- B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

2. Pipe Location

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3. Dimensions of Existing Structures

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

4. Occupying Private Property

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

5. Existing Utility Locations - Contractor's Responsibility

- A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, nor that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.
- B. To satisfy the requirements of Massachusetts law, Chapter 82, Section 40, the Contractor shall, at least 72 hours, exclusive of Saturdays Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.
- C. The Contractor shall coordinate all work involving utilities and shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. He shall conduct and arrange his work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

6. Coordination of Work

- A. The General Contractor shall be responsible for coordinating his own work as well as that of any subcontractors. He shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.
- B. The Contractor shall be responsible for coordinating his work with other town contractors such as refuse collection, water and sewer operations and maintenance. The Contractor must also coordinate his work with the town's school busing requirements.

7. Time for Completion of Contract

The time for completion of this contract is stipulated in the AGREEMENT. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in Section 00520, AGREEMENT.

8. Maintenance of Trench Surface

- A. After backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

9. Design of Equipment

Attention is directed to the fact that the layout of certain equipment is based on that of one manufacturer. If other equipment is submitted for approval, the Contractor shall prepare and submit for approval at his expense, detailed structural, mechanical and electrical drawings, equipment lists, maintenance requirements, and any other data required by the Engineer, showing all necessary changes and embodying all special features of the equipment he proposes to furnish. Such changes, if approved, shall be made at the expense of the Contractor.

10. Cutting, Fitting, and Patching

- A. The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.
- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.
- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

11. Connections to Existing Water Systems

- A. The Owner will, upon 48 hour notice from the Contractor, assist the Contractor by locating and opening or closing any and all valves required for draining or admitting water to the various sections of the water main as required to perform the proposed work. No damages shall be claimed by the Contractor for delays in dewatering pipelines nor shall any damages be claimed because of water leaking through closed valves after dewatering is completed.
- B. Connections to the existing distribution system shall be made with the mains under pressure unless the lines can be temporarily taken out of service as approved by the Owner.
- C. The Owner shall fill all new water mains. The contractor shall not operate any valves, hydrants or property of the Owner, unless written permission is granted.
- D. The Contractor will be required to make test excavations to ascertain that the proposed position of the connections will be clear of joints, fittings, or other obstructions.
- E. If any failure occurs in connection to existing mains, service shall be restored in the shortest possible time, the Contractor working around the clock, if necessary. He shall cooperate with the Owner in notifying the consumers or supplying emergency water.
- F. Connections or work affecting existing water mains will not be allowed on weekends or on Fridays, unless specific permission is granted.
- G. The contractor must notify customers of an expected lapse in water service 24 hours in advance of taking a main out of service.

12. Protection of Water Resources

The Contractor's attention is directed to the fact that the construction area is located within the vicinity of water resources. The Contractor shall take extra precautions to ensure that no pollutants enter either surface water or groundwater resources from the construction area. The Contractor shall not store fuels or other hazardous materials or potential contaminants on the construction site. In the event of a spill, the Contractor shall immediately notify the Engineer.

13. Contractor's Representative

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

14. Hours of Construction Activity

A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., unless more restrictive hours are imposed by project permits. No construction work shall be allowed on Saturdays, Sundays or Holidays. Written authorization from the Owner must be obtained for any deviation from this schedule.

B. The Owner will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner's normal working hours (Monday through Friday 8:00 am. to 3:00 p.m.). When this assistance is required by the Contractor outside of the Owner's normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

15. Construction Crews

The Contractor shall not increase the number of construction crews assigned to the work without providing one week advance notice to the Engineer.

16. Compliance with Permits

The Contractor shall perform all work in conformance with requirements of the permits required by the Owner.

END OF SECTION

SECTION 01781

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

This Section includes administrative and procedural requirements for Project Record Drawings.

1.2 SUBMITTALS

Record Drawings: Comply with the following:

- A. Number of Copies: Submit copies of Record Drawings as follows:
- B. Initial Submittal: Submit one (1) set of marked-up Record Prints. Owner will initial and date each print and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Owner will return prints for revisions, and final submittal.
- C. Final Submittal: Submit one (1) set of revised Record Prints.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
- B. Preparation: Mark Record Prints to show the actual installation. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
  - 1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - 2. Accurately record information in an understandable drawing technique.
  - 3. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- C. Content: Types of items requiring marking include, but are not limited to, the following:
  - 1. Dimensional ties from underground utilities to permanent objects found on the original drawings and in the field.
  - 2. Locations and depths of underground utilities.

3. Routing of piping and conduits.
  4. Changes made by Change Order or Construction Change Directive.
  5. Details not on the original Contract Drawings.
  6. Field records for variable and concealed conditions.
  7. Record information on the Work that is shown only schematically.
- D. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- E. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
- F. Mark important additional information that was either shown schematically or omitted from original Drawings.
- G. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

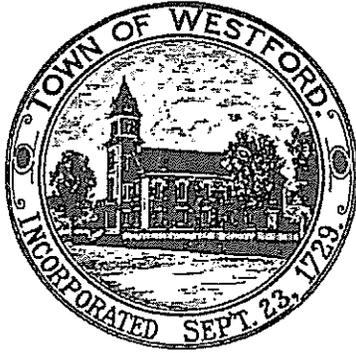
- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Owner's reference during normal working hours.

END OF SECTION

Appendix - A

NOTICE OF INTENT  
ORDER OF CONDITIONS





TOWN OF WESTFORD  
CONSERVATION COMMISSION  
TOWN HALL  
55 Main Street  
Westford, Massachusetts 01886

TO: Recipients of Orders of Conditions :

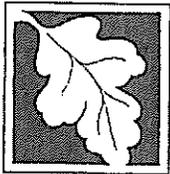
Please find enclosed the Order of Conditions that has been issued for your project, DEP File No. 334- 1512 .

You are urged to read this document carefully.

You are reminded that **before** any work can proceed on the project, **this Order of Conditions must be recorded at the Registry of Deeds in Lowell**, within the chain of title of the affected property (Condition No. 8). The Commission **must** be notified of the recording information, using the form at the very end of the document. The Commission has authority to halt work on a project for failure to meet **any** of the listed conditions, including Number 8. You are further urged to assure that a copy of these Orders is given to **all** contractors and subcontractors doing work covered by these conditions.

William Turner  
Conservation/Resource Planner

Enc.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

### WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:  
334-1512  
MassDEP File #

eDEP Transaction #  
Westford  
City/Town

#### A. General Information

Important:  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Westford  
Conservation Commission

2. This issuance is for (check one):  
a.  Order of Conditions b.  Amended Order of Conditions

3. To: Applicant:  
Paul Starratt  
a. First Name b. Last Name

Town of Westford Engineering Department  
c. Organization

28 North St.  
d. Mailing Address

Westford MA 01886  
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):  
a. First Name Town of Westford b. Last Name

Town of Westford  
c. Organization

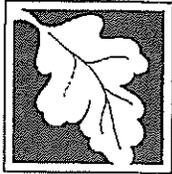
55 Main St.  
d. Mailing Address

Westford MA 01886  
e. City/Town f. State g. Zip Code

5. Project Location:  
a. Street Address Flagg Rd. and Main St. Intersection b. City/Town Westford

n/a   
c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: 42d34m45s 71d26m54s  
d. Latitude e. Longitude Page 1



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:  
334-1512  
MassDEP File #

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Westford  
City/Town

**A. General Information (cont.)**

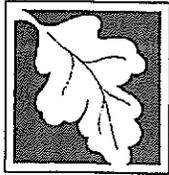
6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
Middlesex North
- |           |  |
|-----------|--|
| a. County | b. Certificate Number (if registered land) |
| n/a       |  |
| c. Book   | d. Page                                    |
|           |  |
7. Dates:
- |                                |                               |                     |
|--------------------------------|-------------------------------|---------------------|
| a. Date Notice of Intent Filed | b. Date Public Hearing Closed | c. Date of Issuance |
| 6/29/11                        | 7/13/11                       | 7/28/11             |
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
"Roadway Improvement Plan Prepared for Town of Westford, Forge Village Road, Main St. & Flagg Road, Westford, Massachusetts" Sheets 1,2 and 3, all inclusive
- |                                      |                      |                          |
|--------------------------------------|----------------------|--------------------------|
| a. Plan Title                        | CME Associates, Inc. | Scott G. Young           |
| b. Prepared By                       |                      | c. Signed and Stamped by |
| 6/27/22                              |                      | 1" = 20'                 |
| d. Final Revision Date               |                      | e. Scale                 |
| Stormwater Pollution Prevention Plan |                      | June 23, 2011            |
| f. Additional Plan or Document Title |                      | g. Date                  |

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:  
Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- |   |  |  |
|---|--|--|
| a. <input checked="" type="checkbox"/> Public Water Supply  | b. <input type="checkbox"/> Land Containing Shellfish          | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries               | f. <input checked="" type="checkbox"/> Protection of Wildlife  |
| g. <input checked="" type="checkbox"/> Groundwater Supply   | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control           |
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a.  the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:

334-1512

MassDEP File #

eDEP Transaction #

Westford

City/Town

**B. Findings (cont.)**

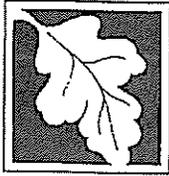
Denied because:

- b.  the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and Bank or Bordering Vegetated Wetland boundary (if available) \_\_\_\_\_ a. linear feet

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	_____ a. linear feet	_____ b. linear feet	_____ c. linear feet	_____ d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	46 _____ a. square feet	46 _____ b. square feet	92 _____ c. square feet	92 _____ d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
	_____ e. c/y dredged	_____ f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
Cubic Feet Flood Storage	_____ e. cubic feet	_____ f. cubic feet	_____ g. cubic feet	_____ h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	_____ a. square feet	_____ b. square feet		
Cubic Feet Flood Storage	_____ c. cubic feet	_____ d. cubic feet	_____ e. cubic feet	_____ f. cubic feet



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

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MassDEP File #

eDEP Transaction #  
Westford  
City/Town

**B. Findings (cont.)**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
9. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

**Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)**

10.  Designated Port Areas  
Indicate size under Land Under the Ocean, below
11.  Land Under the Ocean  
a. square feet      b. square feet  
c. c/y dredged      d. c/y dredged
12.  Barrier Beaches  
Indicate size under Coastal Beaches and/or Coastal Dunes below
13.  Coastal Beaches  
a. square feet      b. square feet      c. nourishment cu yd      d. nourishment cu yd
14.  Coastal Dunes  
a. square feet      b. square feet      c. nourishment cu yd      d. nourishment cu yd
15.  Coastal Banks  
a. linear feet      b. linear feet
16.  Rocky Intertidal Shores  
a. square feet      b. square feet
17.  Salt Marshes  
a. square feet      b. square feet      c. square feet      d. square feet
18.  Land Under Salt Ponds  
a. square feet      b. square feet  
c. c/y dredged      d. c/y dredged
19.  Land Containing Shellfish  
a. square feet      b. square feet      c. square feet      d. square feet
20.  Fish Runs  
Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above  
a. c/y dredged      b. c/y dredged  
a. square feet      b. square feet
21.  Land Subject to Coastal Storm Flowage  
a. square feet      b. square feet



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:  
334-1512  
MassDEP File #

eDEP Transaction #  
Westford  
City/Town

**B. Findings (cont.)**

22.  Restoration/Enhancement:

\_\_\_\_\_ a. square feet of BWW

\_\_\_\_\_ b. square feet of salt marsh

23.  Stream Crossing(s):

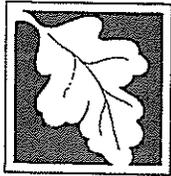
\_\_\_\_\_ a. number of new stream crossings

\_\_\_\_\_ b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. the work is a maintenance dredging project as provided for in the Act; or
  - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on \_\_\_\_\_ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

## WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
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Provided by MassDEP:

334-1512

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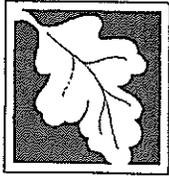
eDEP Transaction #

Westford

City/Town

### C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,  
"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number 334-1512 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #12 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

## WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:  
334-1512  
MassDEP File #

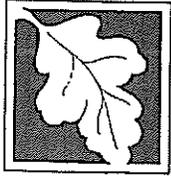
eDEP Transaction #  
Westford  
City/Town

### C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

#### NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order (the "Project") is (1)  is not (2)  subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
  - b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
    - i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
    - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
    - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
    - iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
    - v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

## WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
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Provided by MassDEP:

334-1512

MassDEP File #

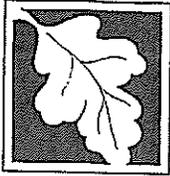
eDEP Transaction #

Westford

City/Town

### C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:  
334-1512  
MassDEP File #

eDEP Transaction #  
Westford  
City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
  1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
  
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

**SEE PAGES 10.a AND FOLLOWING FOR ADDITIONAL CONDITIONS.**

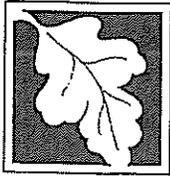
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Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

### WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:

334-1512

MassDEP File #

eDEP Transaction #

Westford

City/Town

## D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No
2. The Westford Conservation Commission hereby finds (check one that applies):

- a.  that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

Westford Non-zoning Wetlands Bylaw

1. Municipal Ordinance or Bylaw

Ch. 171

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b.  that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Westford Non-zoning Wetlands Bylaw

1. Municipal Ordinance or Bylaw

Ch. 171

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

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**ORDER OF CONDITIONS**

**DEP FILE NO. 334-1512**

(Main St. And Flagg Rd., Westford Engineering Department)

**Additional Conditions**

20. During construction the proponent shall provide an onsite manager and a supervising engineer who together shall be responsible for implementing all mitigation measures and full compliance with this Order of Conditions, with particular emphasis on installation, inspection and maintenance of erosion control and sedimentation control measures.

Prior to the commencement of the project there shall be a meeting between the project contractor, the site superintendent and project engineer to review this Order of Conditions and its requirements.

21. This Order of Conditions shall be reviewed with and a copy provided to all contractors and engineers working on the site involved with site preparation (including tree cutting), earthwork, blasting, road and drainage construction and landscaping.

All contracts issued for work on the site shall, as applicable, require compliance with all aspects of this Order of Conditions.

No plans or construction documents inconsistent with the approved Plan of Record or modified plans as may have been approved by the Commission or its agent and this Order of Conditions shall be onsite at any time.

22. No structure or work location shall be moved any closer to any wetlands, nor shall any structure or work location be moved from outside the Buffer Zone to inside the Buffer Zone, nor shall limits of ground alteration or regrading be moved closer to the wetlands than shown on the Plan of Record, without the applicant or his successor first requesting Conservation Commission review as per DEP policy regarding amendments to Orders of Conditions.

23. Prior to the performance of any other site work, including any excavation or onsite trucking of fill and major removal of site vegetation, the site shall be prepared for proper construction control by placement of erosion, sedimentation and work limit controls consisting of silt fence in combination with straw wattles, or other control device (such as woodchip bales or FilterMitts) as may be approved by the Commission or its agent in the locations as shown as "Provide Silt Fence and Straw Wattles (Typ.)" on the Plan of Record. Haybales shall not be used so as to prevent the introduction of invasive plant species. Proper silt sacks shall be installed in catch basins in the project area.

## ORDER OF CONDITIONS

DEP FILE NO. 334-1512

These installations shall be inspected and approved by the Commission's agent prior to any site work commencing.

The Commission's agent is authorized to require and/or approve the installation of any other erosion/sedimentation/work limit controls on the site as he may deem necessary to protect the wetlands, and to require the applicant to establish temporary basins and any other stormwater controls that may be deemed necessary to control site drainage during the construction phase.

The locations of temporary control installations may be varied as necessary, provided the overall goals of assuring no water drains from the site in an uncontrolled fashion and that no sediment is discharged to the wetlands are met.

24. Prior to demolition of the existing retaining wall on the northerly side of Main St. and Forge Village Rd. a temporary berm of crushed stone shall be installed along the northerly edge of pavement so as to direct stormwater runoff away from the wall demolition reconstruction area during the project period. Said berm shall direct runoff to a controlled discharge point from the roadway which shall be armored with riprap with a line of staked silt fence in combination with straw wattles at its base, so as to prevent gully erosion and discharge of sediment to wetlands. The intent is to protect the wall reconstruction area from concentrated flows during the time when it will be open and vulnerable to potentially severe erosion from uncontrolled stormwater runoff. An alternative method, as shall be approved by the Commission or its agent, may be employed as long as the overall goal of keeping stormwater runoff from the wall reconstruction area and safely transitioning it from the roadway is accomplished during the project.

25. The proponent shall have stockpiled on hand at the start of any soil disturbance, removal or stockpiling, a minimum of 50 feet of filter fabric silt fence and 50 feet worth of either straw wattles or woodchip bales or other acceptable control system. Said silt fence and wattle or bales shall be used for control of emergency erosion problems, and shall not be used for normal control of erosion.

26. Notice shall be given to the Commission or its agent no more than one week and no less than two (2) days prior to the commencement of any site preparation/construction activities, including major removal of onsite vegetation, excavation/regrading, and trucking in of fill or other earthen materials.

27. Materials excavated for the project shall be placed directly into trucks, or placed in temporary storage areas as far away as possible from wetlands. Stockpiles of excavated materials or earthen materials brought onto the site shall be ringed with haybales to prevent migration of sediment during

precipitation events. In no event shall any earthen or excavated material be stored or stockpiled next to the erosion/sedimentation barriers described in condition numbers 23 and 24.

28. Trucking shall be avoided in inclement weather or other appropriate means taken to prevent siltation of highways and adjacent wetlands.

29. All waste asphalt from the project shall be removed to a proper disposal or recycling facility.

30. All erosion and sedimentation control features shall be maintained in proper working condition during and after construction. Accumulated siltation at the sedimentation barriers and in siltsacks in the catch basins shall be removed as needed to a proper upland disposal location.

31. Any required dewatering shall be performed so as to direct water to an upland discharge point, as far away as possible from wetlands and in such a fashion that said water is temporarily detained in a stilling pond, dewatering filter bag or other acceptable feature as may be approved by the Commission or its agent and overflow from said basin or feature shall only flow back towards the wetlands through a line of silt fence in combination with staked straw wattles, coir logs or Filter Mitts, or other acceptable alternative as may be approved by the Commission or its agent. Said line shall be in addition to the erosion/sedimentation/work limit barrier as described in condition numbers 23 and 24. In no case shall there be direct discharge to wetlands.

If dewatering filter bags are used, then they shall be placed on a level, stable surface, consisting of pavement, grass or aggregate that is free of brush and stumps to avoid ruptures or punctures. Dewatering filter bags shall not be placed within a wetland or in open water. Discharge water shall not cause erosion. Discharge water shall be free of sediment or other pollutants. Dewatering filter bags shall be maintained or replaced when full to capacity. The pump discharge hose shall be installed into the dewatering filter bag spout and secured with a strap. One discharge hose shall be installed per bag. Filter bags shall be capable of collecting and filtering sediment from pumped water.

32. All catch basins shall be installed with functional oil and gas hoods and in such a fashion as to assure they will collect drainage as planned both during the period of time when the binder coat is in place and after the final coat is installed.

The rip rap outfall pad located at the end of the culvert on the north side of Main St. shall be installed prior to any stormwater discharges being directed to the culvert.

33. The project site superintendent shall inspect the site an hour before the end of work each day to assure that no unstable or channelized areas have been created that pose a hazard of overwhelming erosion and sedimentation controls or that any other environmentally unsound condition has been created. Upon observation of a problem, she or he shall assure that said dangerous condition is eliminated during that work day.

**At no time shall any drainage be allowed to drain from the paved areas, or any other altered area of the site toward the wetlands in an uncontrolled fashion.**

34. The integrity of the erosion and sedimentation control measures shall be inspected and maintained as necessary by the project engineer or job superintendent after every rainstorm during the construction period equal to or greater than 2.5 inches per 24 hour period or equal to or greater than 1 inch per hour. Any signs of slope erosion or other erosion shall be immediately reported to the Commission or its agent and steps taken to stop said erosion and stabilize the affected areas. Upon notice by the Commission or its agent that modification or additions to the erosion control measures are required, the proponent shall within 24 hours install such measures. Accumulated siltation at the sediment barriers and in drainage control features shall be removed in a timely fashion.

35. With the exception of the small area of wetlands to be filled for installation of the new retaining wall, none of the work governed by this Order of Conditions shall alter any wetland area. No excavate, fill, demolition or construction debris or equipment, or felled trees or shrubs or material of any kind shall be allowed to enter the wetlands; if any such material enters any wetlands, the Commission shall be notified immediately, so as to allow it to supervise its immediate removal in a way that will not further damage the wetlands.

36. The area between the erosion control/work limit barriers as shown on the Plans of Record and as described in Condition Number 23. of this Order of Conditions and the wetlands shall be designated as a buffer zone within which no site disturbance shall be allowed, including, but not limited to, the operation of any construction equipment, excavation and regrading, removal of trees or any other vegetation, and placement of excess fill, loose boulders and any debris or tree or shrub slash, with the exception of removal of any existing debris in any such location.

37. Prior to commencement of work on the project a planting plan for the wetlands replication area shall be submitted for approval to the Commission or its agent. Initial excavation for the wetlands replication area shall be conducted at the same time as the wetland filling. Said replication work shall be performed under the

direction of a qualified wetland scientist. Finish grades of the restoration area shall be adjusted in the field by said wetlands scientist to assure proper hydrologic connection with adjacent wetlands and proper relation to groundwater elevations to assure the area will in fact permanently function as wetland. The wetlands restoration area shall be monitored by a qualified wetlands biologist, who shall submit monitoring reports to the Commission on October 1st of each year for two years following initial construction of the restoration area. Each report shall include an observed species list, relative abundance of each species, percent cover of upland and wetland species, the viability of the plantings and proposed remedial measures to ensure a minimum of 75% replication within two (2) growing seasons. Additional years of monitoring shall be required should the minimum restoration not be attained within two years.

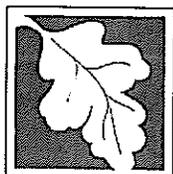
38. All disturbed areas shall be permanently stabilized as soon as possible following completion of site work and site grading. Those areas not permanently stabilized by December 1 shall be temporarily stabilized for the winter months by proper installation of erosion control blankets or jute mesh or other acceptable method.

39. All erosion/sedimentation barriers shall be removed as soon as possible following stabilization of upgradient areas and/or as shall be directed by the Commission or its agent.

40. No site work shall be performed in the Buffer Zone between December 1 and April 1, except with the permission of the Conservation Commission or its agent.

41. The Conditions listed here are a minimum. Failure of the Conditions to specifically address any particular kind of work within a Buffer Zone or wetlands area shall not be construed as permission to perform any environmentally unsound work which may have adverse impacts to the interests protected under the Wetlands Protection Act or Town of Westford nonzoning wetland bylaw.

42. Upon completion of the project the proponent shall request a Certificate of Compliance. An "as-built" plan, along with a written report from a Massachusetts licensed civil engineer, bearing his/her stamp shall be submitted with said request confirming that the project has been completed in compliance with DEP Stormwater Management Regulations for redevelopment projects.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

### WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
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(Ch. 171)

Provided by MassDEP:  
334-1512  
MassDEP File #

eDEP Transaction #  
Westford  
City/Town

### E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

7-28-11

1. Date of Issuance

Please indicate the number of members who will sign this form.

5

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

[Handwritten Signature 1]  
[Handwritten Signature 2]  
[Handwritten Signature 3]

[Handwritten Signature 4]  
[Handwritten Signature 5]

by hand delivery on

by certified mail, return receipt requested, on

7-28-11  
Date

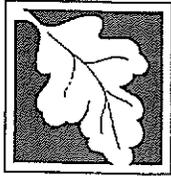
Date

### F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

### WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Westford Non-zoning Wetlands Bylaw  
(Ch. 171)

Provided by MassDEP:  
334-1512  
MassDEP File #

eDEP Transaction #  
Westford  
City/Town

## G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Appendix - B  
STATE WAGE RATES





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

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$30.15	\$8.56	\$7.27	0.00	\$45.98
	08/01/2012	\$30.15	\$8.91	\$7.27	0.00	\$46.33
	12/01/2012	\$30.45	\$8.91	\$8.00	0.00	\$47.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$30.22	\$8.56	\$7.27	0.00	\$46.05
	08/01/2012	\$30.22	\$8.91	\$7.27	0.00	\$46.40
	12/01/2012	\$30.52	\$8.91	\$8.00	0.00	\$47.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$30.34	\$8.56	\$7.27	0.00	\$46.17
	08/01/2012	\$30.34	\$8.91	\$7.27	0.00	\$46.52
	12/01/2012	\$30.64	\$9.07	\$8.00	0.00	\$47.71
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2012	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2012	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	06/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	12/01/2013	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	06/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	12/01/2014	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	06/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	12/01/2015	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	06/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50
	12/01/2016	\$34.60	\$7.10	\$11.55	0.00	\$53.25
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	06/01/2012	\$28.48	\$10.40	\$5.95	0.00	\$44.83

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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DEPARTMENT OF LABOR STANDARDS

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**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75

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Secretary

HEATHER E. ROWE  
Director

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2012	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2012	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	06/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	12/01/2013	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	06/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	12/01/2014	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	06/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	12/01/2015	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	06/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50
	12/01/2016	\$34.60	\$7.10	\$11.55	0.00	\$53.25
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

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**Contract Number:** 2007251 **City/Town:** WESTFORD  
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**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - BOILERMAKER - Local 29</b>						
<b>Effective Date - 01/01/2010</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 1 (LOWELL)	03/01/2012	\$44.46	\$10.18	\$16.65	0.00	\$71.29
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**Awarding Authority:** Town of Westford  
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**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - BRICK/PLASTER/CEMENT MASON - Local 1 Lowell</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.23	\$10.18	16.65	\$0.00	\$49.06
2	60	\$26.68	\$10.18	16.65	\$0.00	\$53.51
3	70	\$31.12	\$10.18	16.65	\$0.00	\$57.95
4	80	\$35.57	\$10.18	16.65	\$0.00	\$62.40
5	90	\$40.01	\$10.18	16.65	\$0.00	\$66.84
6	95	\$42.24	\$10.18	16.65	\$0.00	\$69.07

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
CARPENTER <i>CARPENTERS - ZONE 2 (Eastern Massachusetts)</i>	03/01/2012	\$33.03	\$9.80	\$15.61	0.00	\$58.44

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - CARPENTER - Zone 2 Eastern MA</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.52	\$9.80	1.57	\$0.00	\$27.89
2	60	\$19.82	\$9.80	1.57	\$0.00	\$31.19
3	70	\$23.12	\$9.80	10.90	\$0.00	\$43.82
4	75	\$24.77	\$9.80	10.90	\$0.00	\$45.47
5	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
6	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
7	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57
8	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 1 (LOWELL)	03/01/2012	\$42.41	\$9.93	\$15.15	0.00	\$67.49
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	06/01/2012	\$40.84	\$10.00	\$12.65	0.00	\$63.49
	12/01/2012	\$41.46	\$10.00	\$12.65	0.00	\$64.11
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$42.24	\$10.00	\$12.65	0.00	\$64.89
	12/01/2013	\$43.02	\$10.00	\$12.65	0.00	\$65.67
	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

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

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

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

**Effective Date -** 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

**Effective Date -** 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

**Notes:**

Steps are 750 hrs.

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

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
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TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: BURNERS LABORERS - ZONE 2	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$53.62	\$9.80	\$17.12	0.00	\$80.54
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$57.45	\$9.80	\$17.12	0.00	\$84.37
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35

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 Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
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 Governor

TIMOTHY P. MURRAY  
 Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - ELECTRICIAN - Local 103</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
2	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
3	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
4	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
5	50	\$21.19	\$13.00	10.59	\$0.00	\$44.78
6	55	\$23.30	\$13.00	10.92	\$0.00	\$47.22
7	60	\$25.42	\$13.00	11.24	\$0.00	\$49.66
8	65	\$27.54	\$13.00	11.58	\$0.00	\$52.12
9	70	\$29.66	\$13.00	11.90	\$0.00	\$54.56
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01
<b>Effective Date - 09/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
2	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
3	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
4	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
5	50	\$21.53	\$13.00	10.60	\$0.00	\$45.13
6	55	\$23.68	\$13.00	10.93	\$0.00	\$47.61
7	60	\$25.83	\$13.00	11.25	\$0.00	\$50.08
8	65	\$27.98	\$13.00	11.59	\$0.00	\$52.57
9	70	\$30.14	\$13.00	11.91	\$0.00	\$55.05
10	75	\$32.29	\$13.00	12.25	\$0.00	\$57.54

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Notes:</b> : App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80 <b>Apprentice to Journeyworker Ratio:2:3***</b>						
ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date -** 01/01/2012

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

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

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

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	05/01/2012	\$37.90	\$10.00	\$12.40	0.00	\$60.30
	11/01/2012	\$38.51	\$10.00	\$12.40	0.00	\$60.91
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$39.12	\$10.00	\$12.40	0.00	\$61.52
	11/01/2013	\$39.88	\$10.00	\$12.40	0.00	\$62.28
	05/01/2014	\$40.65	\$10.00	\$12.40	0.00	\$63.05
	11/01/2012	\$39.91	\$10.00	\$12.40	0.00	\$62.31
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$40.53	\$10.00	\$12.40	0.00	\$62.93
	11/01/2013	\$41.30	\$10.00	\$12.40	0.00	\$63.70
	05/01/2014	\$42.07	\$10.00	\$12.40	0.00	\$64.47
	05/01/2012	\$21.07	\$10.00	\$12.40	0.00	\$43.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2012	\$21.43	\$10.00	\$12.40	0.00	\$43.83
	05/01/2013	\$21.79	\$10.00	\$12.40	0.00	\$44.19
	11/01/2013	\$22.25	\$10.00	\$12.40	0.00	\$44.65
	05/01/2014	\$22.70	\$10.00	\$12.40	0.00	\$45.10

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$33.45	\$10.00	\$12.65	0.00	\$56.10
	12/01/2012	\$33.98	\$10.00	\$12.65	0.00	\$56.63
	06/01/2013	\$34.63	\$10.00	\$12.65	0.00	\$57.28
	12/01/2013	\$35.29	\$10.00	\$12.65	0.00	\$57.94

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2012	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	12/01/2012	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	06/01/2013	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	12/01/2013	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	06/01/2014	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	12/01/2014	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	06/01/2015	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	12/01/2015	\$20.50	\$7.10	\$11.55	0.00	\$39.15
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	06/01/2016	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	12/01/2016	\$20.50	\$7.10	\$11.55	0.00	\$39.15
	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
**DEPARTMENT OF LABOR STANDARDS**

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - FLOORCOVERER - Local 2168 Zone 1</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

**Notes:**

Steps are 750 hrs.

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

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - GLAZIER - Local 35 Zone 2</b>						
<b>Effective Date - 01/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97
<b>Effective Date - 07/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

**Notes:**

Steps are 750 hrs.

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

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**Prevailing Wage Rates**

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 Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - HOIST/PORT. ENG.- Local 4</b>						
<b>Effective Date - 06/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.91	\$10.00	0.00	\$0.00	\$31.91
2	60	\$23.90	\$10.00	12.65	\$0.00	\$46.55
3	65	\$25.90	\$10.00	12.65	\$0.00	\$48.55
4	70	\$27.89	\$10.00	12.65	\$0.00	\$50.54
5	75	\$29.88	\$10.00	12.65	\$0.00	\$52.53
6	80	\$31.87	\$10.00	12.65	\$0.00	\$54.52
7	85	\$33.86	\$10.00	12.65	\$0.00	\$56.51
8	90	\$35.86	\$10.00	12.65	\$0.00	\$58.51
<b>Effective Date - 12/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.25	\$10.00	0.00	\$0.00	\$32.25
2	60	\$24.28	\$10.00	12.65	\$0.00	\$46.93
3	65	\$26.30	\$10.00	12.65	\$0.00	\$48.95
4	70	\$28.32	\$10.00	12.65	\$0.00	\$50.97
5	75	\$30.35	\$10.00	12.65	\$0.00	\$53.00
6	80	\$32.37	\$10.00	12.65	\$0.00	\$55.02
7	85	\$34.39	\$10.00	12.65	\$0.00	\$57.04
8	90	\$36.41	\$10.00	12.65	\$0.00	\$59.06

Notes:

Apprentice to Journeyworker Ratio:1:6

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TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2012	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2012	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	06/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	12/01/2013	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	06/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	12/01/2014	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	06/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	12/01/2015	\$33.35	\$7.10	\$11.55	0.00	\$52.00
INSULATOR (PIPES & TANKS) <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	06/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50
	12/01/2016	\$34.60	\$7.10	\$11.55	0.00	\$53.25
	09/01/2011	\$40.66	\$10.40	\$11.20	0.00	\$62.26
	09/01/2012	\$42.06	\$10.40	\$11.20	0.00	\$63.66
	09/01/2013	\$43.66	\$10.40	\$11.20	0.00	\$65.26
	09/01/2014	\$45.66	\$10.40	\$11.20	0.00	\$67.26

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

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

**Effective Date -** 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.40	8.30	\$0.00	\$39.03
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.46	\$0.00	\$48.32
4	80	\$32.53	\$10.40	10.04	\$0.00	\$52.97

**Effective Date -** 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$10.40	8.30	\$0.00	\$39.73
2	60	\$25.24	\$10.40	8.88	\$0.00	\$44.52
3	70	\$29.44	\$10.40	9.46	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.04	\$0.00	\$54.09

**Notes:**

Steps are 1 year

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

IRONWORKER/WELDER	04/02/2012	\$33.58	\$7.70	\$18.35	0.00	\$59.63
IRONWORKERS LOCAL 7 (LAWRENCE AREA)	09/16/2012	\$34.58	\$7.70	\$18.35	0.00	\$60.63
	03/16/2013	\$35.83	\$7.70	\$18.35	0.00	\$61.88

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

**Apprentice - IRONWORKER - Local 7 Lawrence**

**Effective Date -** 04/02/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.15	\$7.70	18.35	\$0.00	\$46.20
2	70	\$23.51	\$7.70	18.35	\$0.00	\$49.56
3	75	\$25.19	\$7.70	18.35	\$0.00	\$51.24
4	80	\$26.86	\$7.70	18.35	\$0.00	\$52.91
5	85	\$28.54	\$7.70	18.35	\$0.00	\$54.59
6	90	\$30.22	\$7.70	18.35	\$0.00	\$56.27

**Effective Date -** 09/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.75	\$7.70	18.35	\$0.00	\$46.80
2	70	\$24.21	\$7.70	18.35	\$0.00	\$50.26
3	75	\$25.94	\$7.70	18.35	\$0.00	\$51.99
4	80	\$27.66	\$7.70	18.35	\$0.00	\$53.71
5	85	\$29.39	\$7.70	18.35	\$0.00	\$55.44
6	90	\$31.12	\$7.70	18.35	\$0.00	\$57.17

**Notes:**

Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:**

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
LABORER <i>LABORERS - ZONE 2</i>	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	06/01/2012	\$29.35	\$7.10	\$11.55	0.00	\$48.00
	12/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	0.00	\$50.25
06/01/2015	\$32.10	\$7.10	\$11.55	0.00	\$50.75	
12/01/2015	\$32.60	\$7.10	\$11.55	0.00	\$51.25	
06/01/2016	\$33.10	\$7.10	\$11.55	0.00	\$51.75	
12/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50	

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 DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
 Secretary

HEATHER E. ROWE  
 Director

DEVAL L. PATRICK  
 Governor

TIMOTHY P. MURRAY  
 Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

**Apprentice - LABORER - Zone 2**

**Effective Date -** 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.61	\$7.10	11.55	\$0.00	\$36.26
2	70	\$20.55	\$7.10	11.55	\$0.00	\$39.20
3	80	\$23.48	\$7.10	11.55	\$0.00	\$42.13
4	90	\$26.42	\$7.10	11.55	\$0.00	\$45.07

**Effective Date -** 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.76	\$7.10	11.55	\$0.00	\$36.41
2	70	\$20.72	\$7.10	11.55	\$0.00	\$39.37
3	80	\$23.68	\$7.10	11.55	\$0.00	\$42.33
4	90	\$26.64	\$7.10	11.55	\$0.00	\$45.29

**Notes:**

Apprentice to Journeyworker Ratio:1:5

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.35	\$7.10	\$11.55	0.00	\$48.00
	12/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	0.00	\$51.25
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	06/01/2016	\$33.10	\$7.10	\$11.55	0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50
	06/01/2012	\$29.35	\$7.10	\$11.55	0.00	\$48.00
	12/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	0.00	\$50.25
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/01/2015	\$32.10	\$7.10	\$11.55	0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50
	12/01/2011	\$29.35	\$7.10	\$11.55	0.00	\$48.00

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	06/01/2012	\$29.35	\$7.10	\$11.55	0.00	\$48.00
	12/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.35	\$7.10	\$11.55	0.00	\$48.00
	12/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50
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 <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	03/01/2012	\$35.52	\$10.18	\$16.04	0.00	\$61.74

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - MARBLE &amp; TILE FINISHER - Local 3 Marble &amp; Tile</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$10.18	16.04	\$0.00	\$43.98
2	60	\$21.31	\$10.18	16.04	\$0.00	\$47.53
3	70	\$24.86	\$10.18	16.04	\$0.00	\$51.08
4	80	\$28.42	\$10.18	16.04	\$0.00	\$54.64
5	90	\$31.97	\$10.18	16.04	\$0.00	\$58.19
<div style="border: 1px dashed black; padding: 5px;"> <b>Notes:</b>  Steps are 800 hrs. </div>						
<b>Apprentice to Journeyworker Ratio:1:3</b>						

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$46.60	\$10.18	\$17.25	0.00	\$74.03
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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble &amp; Tile</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$10.18	17.25	\$0.00	\$50.73
2	60	\$27.96	\$10.18	17.25	\$0.00	\$55.39
3	70	\$32.62	\$10.18	17.25	\$0.00	\$60.05
4	80	\$37.28	\$10.18	17.25	\$0.00	\$64.71
5	90	\$41.94	\$10.18	17.25	\$0.00	\$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2011	\$31.71	\$8.67	\$15.61	0.00	\$55.99

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - MILLWRIGHT - Local 1121 Zone 2</b>						
<b>Effective Date - 04/01/2011</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.86	\$8.67	11.64	\$0.00	\$36.17
2	55	\$17.44	\$8.67	11.64	\$0.00	\$37.75
3	60	\$19.03	\$8.67	13.23	\$0.00	\$40.93
4	65	\$20.61	\$8.67	13.23	\$0.00	\$42.51
5	70	\$22.20	\$8.67	14.02	\$0.00	\$44.89
6	75	\$23.78	\$8.67	14.02	\$0.00	\$46.47
7	80	\$25.37	\$8.67	14.82	\$0.00	\$48.86
8	85	\$26.95	\$8.67	14.82	\$0.00	\$50.44

Notes:

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
LABORERS - ZONE 2	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75

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**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (OTHER THAN TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$21.31	\$10.00	\$12.65	0.00	\$43.96
	12/01/2012	\$21.65	\$10.00	\$12.65	0.00	\$44.30
	06/01/2013	\$22.07	\$10.00	\$12.65	0.00	\$44.72
	12/01/2013	\$22.49	\$10.00	\$12.65	0.00	\$45.14
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$24.60	\$10.00	\$12.65	0.00	\$47.25
	12/01/2012	\$24.99	\$10.00	\$12.65	0.00	\$47.64
	06/01/2013	\$25.47	\$10.00	\$12.65	0.00	\$48.12
	12/01/2013	\$25.96	\$10.00	\$12.65	0.00	\$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PAINTER Local 35 - BRIDGES/TANKS</b>						
<b>Effective Date - 01/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42
<b>Effective Date - 07/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

**Notes:**

Steps are 750 hrs.

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

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 DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
 Secretary

HEATHER E. ROWE  
 Director

DEVAL L. PATRICK  
 Governor

TIMOTHY P. MURRAY  
 Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter (Spray or Sandblast, New) *	01/01/2012	\$34.91	\$7.80	\$14.60	0.00	\$57.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$35.41	\$7.80	\$15.10	0.00	\$58.31
	01/01/2013	\$35.91	\$7.80	\$15.60	0.00	\$59.31

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

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

**Effective Date -** 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.46	\$7.80	0.00	\$0.00	\$25.26
2	55	\$19.20	\$7.80	3.25	\$0.00	\$30.25
3	60	\$20.95	\$7.80	3.54	\$0.00	\$32.29
4	65	\$22.69	\$7.80	3.84	\$0.00	\$34.33
5	70	\$24.44	\$7.80	12.83	\$0.00	\$45.07
6	75	\$26.18	\$7.80	13.13	\$0.00	\$47.11
7	80	\$27.93	\$7.80	13.42	\$0.00	\$49.15
8	90	\$31.42	\$7.80	14.01	\$0.00	\$53.23

**Effective Date -** 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.80	0.00	\$0.00	\$25.51
2	55	\$19.48	\$7.80	3.38	\$0.00	\$30.66
3	60	\$21.25	\$7.80	3.69	\$0.00	\$32.74
4	65	\$23.02	\$7.80	4.00	\$0.00	\$34.82
5	70	\$24.79	\$7.80	13.26	\$0.00	\$45.85
6	75	\$26.56	\$7.80	13.56	\$0.00	\$47.92
7	80	\$28.33	\$7.80	13.87	\$0.00	\$50.00
8	90	\$31.87	\$7.80	14.49	\$0.00	\$54.16

**Notes:**

Apprentice to Journeyworker Ratio:1:1

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

JOANNE F. GOLDSTEIN  
 Secretary

HEATHER E. ROWE  
 Director

DEVAL L. PATRICK  
 Governor

TIMOTHY P. MURRAY  
 Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$32.97	\$7.80	\$14.60	0.00	\$55.37
	07/01/2012	\$33.47	\$7.80	\$15.10	0.00	\$56.37
	01/01/2013	\$33.97	\$7.80	\$15.60	0.00	\$57.37

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

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

**Effective Date -** 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.49	\$7.80	0.00	\$0.00	\$24.29
2	55	\$18.13	\$7.80	3.25	\$0.00	\$29.18
3	60	\$19.78	\$7.80	3.54	\$0.00	\$31.12
4	65	\$21.43	\$7.80	3.84	\$0.00	\$33.07
5	70	\$23.08	\$7.80	12.83	\$0.00	\$43.71
6	75	\$24.73	\$7.80	13.13	\$0.00	\$45.66
7	80	\$26.38	\$7.80	13.42	\$0.00	\$47.60
8	90	\$29.67	\$7.80	14.01	\$0.00	\$51.48

**Effective Date -** 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$7.80	0.00	\$0.00	\$24.54
2	55	\$18.41	\$7.80	3.38	\$0.00	\$29.59
3	60	\$20.08	\$7.80	3.69	\$0.00	\$31.57
4	65	\$21.76	\$7.80	4.00	\$0.00	\$33.56
5	70	\$23.43	\$7.80	13.26	\$0.00	\$44.49
6	75	\$25.10	\$7.80	13.56	\$0.00	\$46.46
7	80	\$26.78	\$7.80	13.87	\$0.00	\$48.45
8	90	\$30.12	\$7.80	14.49	\$0.00	\$52.41

**Notes:**

Apprentice to Journeyworker Ratio:1:1

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**Prevailing Wage Rates**

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 Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
 Secretary

HEATHER E. ROWE  
 Director

DEVAL L. PATRICK  
 Governor

TIMOTHY P. MURRAY  
 Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.35	\$7.10	\$11.55	0.00	\$48.00
	12/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	0.00	\$52.50
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
	07/01/2012	\$34.01	\$7.80	\$15.10	0.00	\$56.91
	01/01/2013	\$34.51	\$7.80	\$15.60	0.00	\$57.91

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW</b>						
<b>Effective Date - 01/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97
<b>Effective Date - 07/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.01	\$7.80	0.00	\$0.00	\$24.81
2	55	\$18.71	\$7.80	3.38	\$0.00	\$29.89
3	60	\$20.41	\$7.80	3.69	\$0.00	\$31.90
4	65	\$22.11	\$7.80	4.00	\$0.00	\$33.91
5	70	\$23.81	\$7.80	13.26	\$0.00	\$44.87
6	75	\$25.51	\$7.80	13.56	\$0.00	\$46.87
7	80	\$27.21	\$7.80	13.87	\$0.00	\$48.88
8	90	\$30.61	\$7.80	14.49	\$0.00	\$52.90

**Notes:**

Steps are 750 hrs.

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

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Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$31.57	\$7.80	\$14.60	0.00	\$53.97
	07/01/2012	\$32.07	\$7.80	\$15.10	0.00	\$54.97
	01/01/2013	\$32.57	\$7.80	\$15.60	0.00	\$55.97

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

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

**Effective Date -** 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.79	\$7.80	0.00	\$0.00	\$23.59
2	55	\$17.36	\$7.80	3.25	\$0.00	\$28.41
3	60	\$18.94	\$7.80	3.54	\$0.00	\$30.28
4	65	\$20.52	\$7.80	3.84	\$0.00	\$32.16
5	70	\$22.10	\$7.80	12.83	\$0.00	\$42.73
6	75	\$23.68	\$7.80	13.13	\$0.00	\$44.61
7	80	\$25.26	\$7.80	13.42	\$0.00	\$46.48
8	90	\$28.41	\$7.80	14.01	\$0.00	\$50.22

**Effective Date -** 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.04	\$7.80	0.00	\$0.00	\$23.84
2	55	\$17.64	\$7.80	3.38	\$0.00	\$28.82
3	60	\$19.24	\$7.80	3.69	\$0.00	\$30.73
4	65	\$20.85	\$7.80	4.00	\$0.00	\$32.65
5	70	\$22.45	\$7.80	13.26	\$0.00	\$43.51
6	75	\$24.05	\$7.80	13.56	\$0.00	\$45.41
7	80	\$25.66	\$7.80	13.87	\$0.00	\$47.33
8	90	\$28.86	\$7.80	14.49	\$0.00	\$51.15

**Notes:**

Steps are 750 hrs.

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

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**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
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DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$29.98	\$8.56	\$7.27	0.00	\$45.81
	08/01/2012	\$29.68	\$8.91	\$7.27	0.00	\$45.86
	12/01/2012	\$30.28	\$9.07	\$8.00	0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22

**Apprentice - PILE DRIVER - Local 56 Zone 1**

**Effective Date -** 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.98	\$8.08	17.12	\$0.00	\$48.18
2	65	\$24.90	\$8.08	17.12	\$0.00	\$50.10
3	70	\$26.81	\$8.08	17.12	\$0.00	\$52.01
4	75	\$28.73	\$8.08	17.12	\$0.00	\$53.93
5	80	\$30.64	\$8.08	17.12	\$0.00	\$55.84
6	85	\$32.56	\$8.08	17.12	\$0.00	\$57.76
7	90	\$34.47	\$8.08	17.12	\$0.00	\$59.67
8	95	\$36.39	\$8.08	17.12	\$0.00	\$61.59

**Notes:**

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

PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PIPEFITTER - Local 537</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	80	\$37.47	\$8.75	14.39	\$0.00	\$60.61
<b>Effective Date - 09/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$21.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.85	\$8.75	14.39	\$0.00	\$51.99
4	70	\$33.66	\$8.75	14.39	\$0.00	\$56.80
5	80	\$38.47	\$8.75	14.39	\$0.00	\$61.61

**Notes:**

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.  
Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

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

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
PLUMBERS & GASFITTERS <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

**Apprentice - PLUMBER - Local 12**

**Effective Date - 03/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.32	4.97	\$0.00	\$30.67
2	40	\$18.72	\$9.32	5.61	\$0.00	\$33.65
3	55	\$25.75	\$9.32	7.53	\$0.00	\$42.60
4	65	\$30.43	\$9.32	8.81	\$0.00	\$48.56
5	75	\$35.11	\$9.32	10.09	\$0.00	\$54.52

**Effective Date - 09/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.32	4.97	\$0.00	\$31.11
2	40	\$19.22	\$9.32	5.61	\$0.00	\$34.15
3	55	\$26.43	\$9.32	7.53	\$0.00	\$43.28
4	65	\$31.24	\$9.32	8.81	\$0.00	\$49.37
5	75	\$36.05	\$9.32	10.09	\$0.00	\$55.46

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$51.54 Step5 with lic\$57.49

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

PNEUMATIC CONTROLS (TEMP.)	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
PIPEFITTERS LOCAL 537	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	06/01/2012	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2012	\$30.60	\$7.10	\$11.55	0.00	\$49.25
	06/01/2013	\$31.10	\$7.10	\$11.55	0.00	\$49.75
	12/01/2013	\$31.60	\$7.10	\$11.55	0.00	\$50.25
	06/01/2014	\$32.10	\$7.10	\$11.55	0.00	\$50.75
	12/01/2014	\$32.60	\$7.10	\$11.55	0.00	\$51.25
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$33.10	\$7.10	\$11.55	0.00	\$51.75
	12/01/2015	\$33.60	\$7.10	\$11.55	0.00	\$52.25
	06/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75
	12/01/2016	\$34.85	\$7.10	\$11.55	0.00	\$53.50
	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 49</i>	05/01/2010	\$22.88	\$6.97	\$3.94	0.00	\$33.79
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - CARPENTER (Residential Wood Frame) - Zone 2</b>						
<b>Effective Date - 05/01/2011</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
LABORERS - ZONE 2	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	0.00	\$52.75

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2012	\$35.56	\$10.50	\$10.70	0.00	\$56.76
	08/01/2012	\$36.56	\$10.50	\$10.70	0.00	\$57.76
	02/01/2013	\$37.56	\$10.50	\$10.70	0.00	\$58.76

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

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

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

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - ROOFER - Local 33</b>						
<b>Effective Date - 02/01/2012</b>						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 50	\$17.78	\$10.50	3.38	\$0.00	\$31.66	
2 60	\$21.34	\$10.50	10.70	\$0.00	\$42.54	
3 65	\$23.11	\$10.50	10.70	\$0.00	\$44.31	
4 75	\$26.67	\$10.50	10.70	\$0.00	\$47.87	
5 85	\$30.23	\$10.50	10.70	\$0.00	\$51.43	
<b>Effective Date - 08/01/2012</b>						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 50	\$18.28	\$10.50	3.38	\$0.00	\$32.16	
2 60	\$21.94	\$10.50	10.70	\$0.00	\$43.14	
3 65	\$23.76	\$10.50	10.70	\$0.00	\$44.96	
4 75	\$27.42	\$10.50	10.70	\$0.00	\$48.62	
5 85	\$31.08	\$10.50	10.70	\$0.00	\$52.28	

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

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

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2012	\$35.81	\$10.50	\$10.70	0.00	\$57.01
ROOFERS LOCAL 33	08/01/2012	\$36.81	\$10.50	\$10.70	0.00	\$58.01
	02/01/2013	\$37.81	\$10.50	\$10.70	0.00	\$59.01

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

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

**Apprentice - ROOFER (Slate/Tile/Precast Concrete) - Local 33**

**Effective Date -** 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.49	\$10.50	10.70	\$0.00	\$42.69
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	75	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	85	\$30.44	\$10.50	10.70	\$0.00	\$51.64

**Effective Date -** 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$10.50	3.38	\$0.00	\$32.29
2	60	\$22.09	\$10.50	10.70	\$0.00	\$43.29
3	65	\$23.93	\$10.50	10.70	\$0.00	\$45.13
4	75	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	85	\$31.29	\$10.50	10.70	\$0.00	\$52.49

Notes:

Apprentice to Journeyworker Ratio:\*\*

SHEETMETAL WORKER	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - SHEET METAL WORKER - Local 17-A</b>						
<b>Effective Date - 02/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
2	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
3	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
4	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
5	50	\$20.40	\$9.82	8.17	\$1.15	\$39.54
6	50	\$20.40	\$9.82	8.42	\$1.16	\$39.80
7	60	\$24.47	\$9.82	9.60	\$1.32	\$45.21
8	65	\$26.51	\$9.82	10.32	\$1.40	\$48.05
9	75	\$30.59	\$9.82	11.76	\$1.57	\$53.74
10	85	\$34.67	\$9.82	12.69	\$1.72	\$58.90
<b>Effective Date - 08/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$9.82	3.74	\$0.00	\$30.38
2	40	\$16.82	\$9.82	3.74	\$0.00	\$30.38
3	45	\$18.92	\$9.82	7.45	\$1.08	\$37.27
4	45	\$18.92	\$9.82	7.45	\$1.08	\$37.27
5	50	\$21.02	\$9.82	8.17	\$1.17	\$40.18
6	50	\$21.02	\$9.82	8.42	\$1.18	\$40.44
7	60	\$25.22	\$9.82	9.60	\$1.34	\$45.98
8	65	\$27.33	\$9.82	10.32	\$1.42	\$48.89
9	75	\$31.53	\$9.82	11.76	\$1.59	\$54.70
10	85	\$35.73	\$9.82	12.69	\$1.75	\$59.99

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Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Notes:</b> Steps are 6 mos. <b>Apprentice to Journeyworker Ratio:1:4</b>						
SIGN ERECTOR <i>PAINTERS LOCAL 35 - ZONE 2</i>	06/01/2009	\$24.81	\$7.07	\$5.90	0.00	\$37.78

**Apprentice - SIGN ERECTOR - Local 35 Zone 2**

**Effective Date - 06/01/2009**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	2.40	\$0.00	\$23.12
3	60	\$14.89	\$7.07	2.40	\$0.00	\$24.36
4	65	\$16.13	\$7.07	2.40	\$0.00	\$25.60
5	70	\$17.37	\$7.07	5.90	\$0.00	\$30.34
6	75	\$18.61	\$7.07	5.90	\$0.00	\$31.58
7	80	\$19.85	\$7.07	5.90	\$0.00	\$32.82
8	85	\$21.09	\$7.07	5.90	\$0.00	\$34.06
9	90	\$22.33	\$7.07	5.90	\$0.00	\$35.30

<b>Notes:</b> Steps are 4 mos. <b>Apprentice to Journeyworker Ratio:1:1</b>						
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SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$30.44	\$8.56	\$7.27	0.00	\$46.27
	08/01/2012	\$30.44	\$8.91	\$7.27	0.00	\$46.62
	12/01/2012	\$30.74	\$8.91	\$8.00	0.00	\$47.65

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JOANNE F. GOLDSTEIN  
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 Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$30.73	\$8.56	\$7.27	0.00	\$46.56
	08/01/2012	\$30.73	\$8.91	\$7.27	0.00	\$46.91
	12/01/2012	\$31.03	\$8.91	\$8.00	0.00	\$47.94
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550</i>	03/01/2012	\$51.58	\$8.42	\$11.60	0.00	\$71.60
	09/01/2012	\$52.58	\$8.42	\$11.60	0.00	\$72.60
	03/01/2013	\$53.58	\$8.42	\$11.60	0.00	\$73.60

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - SPRINKLER FITTER - Local 550</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.05	\$8.42	7.85	\$0.00	\$34.32
2	40	\$20.63	\$8.42	7.85	\$0.00	\$36.90
3	45	\$23.21	\$8.42	7.85	\$0.00	\$39.48
4	50	\$25.79	\$8.42	7.85	\$0.00	\$42.06
5	55	\$28.37	\$8.42	7.85	\$0.00	\$44.64
6	60	\$30.95	\$8.42	7.85	\$0.00	\$47.22
7	65	\$33.53	\$8.42	7.85	\$0.00	\$49.80
8	70	\$36.11	\$8.42	7.85	\$0.00	\$52.38
9	75	\$38.69	\$8.42	7.85	\$0.00	\$54.96
10	80	\$41.26	\$8.42	7.85	\$0.00	\$57.53
<b>Effective Date - 09/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	7.85	\$0.00	\$34.67
2	40	\$21.03	\$8.42	7.85	\$0.00	\$37.30
3	45	\$23.66	\$8.42	7.85	\$0.00	\$39.93
4	50	\$26.29	\$8.42	7.85	\$0.00	\$42.56
5	55	\$28.92	\$8.42	7.85	\$0.00	\$45.19
6	60	\$31.55	\$8.42	7.85	\$0.00	\$47.82
7	65	\$34.18	\$8.42	7.85	\$0.00	\$50.45
8	70	\$36.81	\$8.42	7.85	\$0.00	\$53.08
9	75	\$39.44	\$8.42	7.85	\$0.00	\$55.71
10	80	\$42.06	\$8.42	7.85	\$0.00	\$58.33

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Notes:</b>						
Steps are 850 hours						
<b>Apprentice to Journeyworker Ratio:1:1</b>						

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72	

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**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103</b>						
<b>Effective Date - 03/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
2	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
3	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
4	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
5	50	\$15.89	\$13.00	9.76	\$0.00	\$38.65
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.84	\$13.00	11.00	\$0.00	\$47.84
<b>Effective Date - 09/01/2012</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
2	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
3	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
4	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
5	50	\$16.15	\$13.00	9.77	\$0.00	\$38.92
6	55	\$17.76	\$13.00	10.02	\$0.00	\$40.78
7	60	\$19.37	\$13.00	10.27	\$0.00	\$42.64
8	65	\$20.99	\$13.00	10.52	\$0.00	\$44.51
9	70	\$22.60	\$13.00	10.77	\$0.00	\$46.37
10	75	\$24.22	\$13.00	11.02	\$0.00	\$48.24

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
**DEPARTMENT OF LABOR STANDARDS**

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

**Awarding Authority:** Town of Westford  
**Contract Number:** 2007251 **City/Town:** WESTFORD  
**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Notes:</b>						
<b>Apprentice to Journeyworker Ratio:1:1</b>						
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93

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

**Effective Date - 03/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.75	\$10.18	17.25	\$0.00	\$50.18
2	60	\$27.30	\$10.18	17.25	\$0.00	\$54.73
3	70	\$31.85	\$10.18	17.25	\$0.00	\$59.28
4	80	\$36.40	\$10.18	17.25	\$0.00	\$63.83
5	90	\$40.95	\$10.18	17.25	\$0.00	\$68.38

**Notes:**

Steps are 800 hrs.

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

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75
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**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - TEST BORING DRILLER (Laborers Foundation &amp; Marine)</b>						
<b>Effective Date - 12/01/2011</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	12.60	\$0.00	\$39.53
2	70	\$23.14	\$7.10	12.60	\$0.00	\$42.84
3	80	\$26.44	\$7.10	12.60	\$0.00	\$46.14
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45
<b>Notes:</b>						
<b>Apprentice to Journeyworker Ratio:1:3</b>						
TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

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**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.

**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - TEST BORING LABORER (Laborers Foundation &amp; Marine)</b>						
<b>Effective Date - 12/01/2011</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$31.02	\$8.56	\$7.27	0.00	\$46.85
	08/01/2012	\$31.02	\$8.91	\$7.27	0.00	\$47.20
	12/01/2012	\$31.32	\$8.91	\$8.00	0.00	\$48.23
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25

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**Description of Work:** Roadway Improvement Works - 860 linear feet of road reconstruction and 470 linear feet of storm drainage construction.  
**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2012	\$30.44	\$8.56	\$7.27	0.00	\$46.27
	08/01/2012	\$30.44	\$8.91	\$7.27	0.00	\$46.62
	12/01/2012	\$30.74	\$8.91	\$8.00	0.00	\$47.65
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2012	\$29.60	\$7.10	\$11.55	0.00	\$48.25
	12/01/2012	\$29.85	\$7.10	\$11.55	0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	0.00	\$51.50
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$27.11	\$6.70	\$1.50	0.00	\$35.31
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$38.41	\$6.70	\$1.00	0.00	\$46.11
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$31.63	\$6.70	\$2.50	0.00	\$40.83
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$24.85	\$6.70	\$1.50	0.00	\$33.05

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**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$38.41	\$6.70	\$5.00	0.00	\$50.11
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$33.89	\$6.70	\$2.75	0.00	\$43.34
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$24.85	\$6.70	\$1.00	0.00	\$32.55
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$20.34	\$6.70	\$0.75	0.00	\$27.79
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$45.19	\$6.70	\$7.86	0.00	\$59.75

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date -** 08/29/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.11	\$6.70	2.11	\$0.00	\$35.92
2	65	\$29.37	\$6.70	2.36	\$0.00	\$38.43
3	70	\$31.63	\$6.70	2.86	\$0.00	\$41.19
4	75	\$33.89	\$6.70	3.36	\$0.00	\$43.95
5	80	\$36.15	\$6.70	3.86	\$0.00	\$46.71
6	85	\$38.41	\$6.70	4.36	\$0.00	\$49.47
7	90	\$40.67	\$6.70	5.36	\$0.00	\$52.73

Notes:

**Apprentice to Journeyworker Ratio:1:2**

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/18/2011	\$25.94	\$4.18	\$2.78	0.00	\$32.90
	07/16/2012	\$26.33	\$4.18	\$2.79	0.00	\$33.30

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**Job Location:** Forge Village Rd, Main St & Flagg Rd

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/18/2011	\$24.42	\$4.18	\$2.73	0.00	\$31.33
	07/16/2012	\$24.78	\$4.18	\$2.74	0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/18/2011	\$24.42	\$4.18	\$2.73	0.00	\$31.33
	07/16/2012	\$24.78	\$4.18	\$2.74	0.00	\$31.70
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$16.59	\$2.42	\$0.00	0.00	\$19.01
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$14.64	\$2.42	\$0.00	0.00	\$17.06
This classification applies only to the trimming of branches on and around utility lines.						

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.

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Appendix - C  
SOIL BORING (PROBE) LOGS



## **Soil Borings @ Flagg Road & Main Street**

Date: July 11, 2011

Driller: GeoSearch

Witnessed by: Jeremy Downs, P.E.

<b>Boring #</b>	<b>Depth</b>	<b>Soil Description &amp; Notes</b>
B-1	0-5' 5'-7.5' 7.5'-10'	Sand w/ gravel - moist soil at approx. 4.5' Sand and gravel w/ trace amounts of silt Med. & coarse sand - gw @ 7.5' +/-
B-2	0-5' 5'-10'	Fine sandy loam to silt loam - slightly moist and firm - some % clay Same soil as 0-5'
B-3	0-5' 5'-7' 7'-10'	Silt loam - soil was slightly moist with trace amounts of trapped groundwater Silt loam w/ trace amounts of sand Silt loam - soil was wet at 8'
B-4	0-5' 5'-6' 6'-7' 7'-10'	Loamy sand - groundwater @ 5' +/- Sandy loam Sand & gravel Silt loam
B-5	0-5' 5'-10'	Silt loam - soil was moist w/ apparent redox features at 2.5' Silt loam - soil was wet at 8'-10' +/-
B-6	0-5' 5'-6' 6'-8' 8'-10'	Fine sandy loam w/ apparent redox features at 3' +/- Fine sandy loam Sandy loam w/ gravel and sand Fine sandy loam to silt loam - soil was wet at 8' +/-
B-7	0-5' 5'-10'	Fine sandy loam w/ apparent redox features at 2.5' +/- Fine sandy loam to silt loam w/ pockets of gravel
B-8	0'-2.5'	Refusal @ 2.5' +/- (possibly a large stone or wall backfill)
B-8A	0'-2.5'	Refusal @ 2.5' +/- (possibly a large stone or wall backfill)
B-9	0-5' 5'-10' 10'-15'	Fine sandy loam to silt loam - moist soil Fine sandy loam to silt loam w/ some % clay - soil wet at 8' +/- Fine sandy loam to silt loam w/ some % clay
B-10	0'-4' 4'-5' 5'-6.5'	Sand with gravel Fine sandy loam - soil moist at 4' +/- Silt loam w/ some % clay - soil was set at 5' +/- Refusal @ 6.5' (possibly a large stone or wall backfill)
B-11	0-5' 5'-10'	Fine sandy loam Fine sandy loam to silt loam - soil wet at 8' +/-
B-12	0-5' 5'-10'	Fine sandy loam Fine sandy loam
B-13	0-5' 5'-6' 6'-10'	Silt loam - soil was wet at 2' +/- Organic layer (associated with nearby wetlands) Fine sand

### **Notes:**

Overall the soil encountered at each boring was fairly consistent with the majority of the soil appearing to be glacial till consistent with the available published soil survey of the area. The textural class of the soil mostly appeared to be a fine sandy loam or silt loam (some locations appeared to have some % of clay in the soil as well). Most of the soil appeared moist (if not wet) and firm. There was also evidence of an elevated seasonal high groundwater table within a few feet of the ground surface (i.e. mottling or redox features) at most boring locations which would be consistent with a perched water table in the compact glacial till.



Appendix - D

SUPPLEMENTARY SPECIAL PROVISIONS





The work shall include the sawcutting of existing asphalt pavements where shown on the plans, and as directed by the Engineer.

All edges of excavations made in existing pavements shall be squared by sawcutting with power driven tools to provide a neat clean edge for joining new pavement. Sawcut equipment shall be approved by the Engineer prior to commencing work.

The existing pavement shall be sawcut through its full depth, or to the elevation of the abutting proposed pavement subgrade, whichever is less, at all joints between existing and proposed pavements, and at all utility trenches through existing pavement to remain, to provide a uniform, vertical surface for the proposed pavement joint with the existing pavement

Sawcut edges, which become broken, ragged or undermined as a result of the Contractor's operations, shall be re-sawcut prior to the placement of abutting proposed pavement at no additional cost to the Owner.

Sawcut surface shall be treated as specified in accordance with Subsection 460.65 of the Standard Specifications or as directed by the Engineer.

**PAYMENT AND MEASUREMENT**

Payment and measurement will be made at the contract unit bid price per foot for Item 482.3 Sawing Asphalt Pavement for actual length of pavement properly sawed in the asphalt pavement and accepted by the Engineer and shall include all labor, materials, equipment, and incidental costs required to complete the work.

<b><u>ITEM 620.1</u></b>	<b><u>STEEL W BEAM HIGHWAY GUARD (SINGLE FACED)</u></b>	<b><u>FEET</u></b>
<b><u>ITEM 620.3</u></b>	<b><u>STEEL W BEAM HIGHWAY GUARD-CURVED (SINGLE FACED)</u></b>	<b><u>FEET</u></b>
<b><u>ITEM 627.1</u></b>	<b><u>STEEL W BEAM TERMINAL SECTION (SINGLE FACED)</u></b>	<b><u>EACH</u></b>

The work under this item shall conform to the relevant provisions of Section 601 of the Standard Specifications, the Supplemental Specifications and the following:

All Steel W Beam Highway Guard and Steel Beam Highway Guard elements included in this section shall be weathering steel including all hardware.

**PAYMENT AND MEASUREMENT**

Payment and measurement will be made at the contract unit bid price per foot for Items 620.1 Steel W Beam Highway Guard (Single Faced) and 620.3 Steel W Beam Highway Guard-Curved (Single Faced) and per each for Item 627.1 Steel W Beam Terminal Section (Single Faced) and shall include all labor, materials, equipment, and incidental costs required to complete the work.

**ITEM 635.1**                      **HIGHWAY GUARD REMOVED AND DISCARDED**                      **FOOT**

The work under this item shall conform to the relevant provisions of Section 630 of the Standard Specifications, Supplemental Specifications, and the following:

All guardrail elements not suitable for reuse, as determined by the Engineer, shall be properly disposed of by the Contractor off the site.

**PAYMENT AND MEASUREMENT**

Payment and measurement will be made at the contract unit bid price per foot for item 635.1 Highway Guard Removed and Discarded, which shall include all labor, material and equipment required to remove and discard non-reusable guardrail elements including but not limited to posts, bolts, anchor plates, backup plates, anchors, and highway guard and any additional miscellaneous items.

**ITEM 697.1**                                      **SILT SACK**                                      **EACH**

The work under this item includes the furnishing, construction, maintenance and removal of a fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas during construction.

Silt sacks shall be designed to intercept all water, silt and debris entering the catch basin Silt sacks shall be installed at all catch basins designated by the Engineer. The silt sack shall be as manufactured with material meeting M9.50.0 for Subsurface Drainage or a fabric approved by the Engineer.

The silt sacks shall be inspected during after each rainstorm and cleaned as required to remove accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost. Silt Sacks shall be removed from the site at the end of come the project.

Silt sacks shall remain in place until the placement of the pavement overlay or binder course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site when no longer required.

**PAYMENT AND MEASUREMENT**

Payment and measurement will be made at the contract unit price per each for Item 697.1 Silt Sack, which shall include all labor, materials, equipment, maintenance and incidental costs required to complete the work.

**ITEM 698.3**

**GEOTEXTILE FABRIC FOR SEPARATION**

**SQUARE YARD**

The geotextile fabric for separation shall conform to the material specification M9.50.0 Type 1 Geotextile Fabric for Separation in the Standard Specifications.

This item shall be used at all areas as depicted throughout the contract plans.

Payment for the geotextile fabric for separation will be paid for at the contract unit price per square yards and shall include all labor, equipment, and materials necessary to install the geotextile fabric. The quantity to be paid for shall be the plan area in square yards covered with no allowance for overlapping.

**ITEM 703**

**HOT MIX ASPHALT DRIVEWAY**

**TON**

The work under this item shall conform to the relevant provisions of Section 700 of the Standard Specifications, Supplemental Specifications, and the following:

Work under this item shall include the removing and stacking of bricks at house #1 Main Street which shall be coordinated with the property owner. The bricks shall be stacked on site at a pre-approved location at house #1 Main Street. The exact location shall be arranged between the Contractor and the property owner.

**PAYMENT AND MEASUREMENT**

This work shall be considered incidental to Item 703 Hot Mix Asphalt Driveway and shall include all labor, materials, and equipment required to complete the work. Additional compensation shall not be required for this work.

**ITEM 767.12**

**COMPOST FILTER TUBES**

**FOOT**

The purpose of this item is to provide a linear, compost-filled tube for filtering suspended sediments from storm water flow. This item shall conform to the requirements of Section 751 and 767 of the Standard Specifications and the following.

**MATERIALS**

Material for the filter tubes shall be compost meeting M1.06.0, except that no manure or bio-solids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Compost shall pass through a 3 inch (75mm) sieve.

Tubes for compost filters shall be a minimum of 12 inches (300 mm) maximum of 18" (450mm) in diameter, and shall be jute mesh or approved biodegradable material. Additional tubes shall be used at the direction of the Engineer.

As shown in the detail, the 1 foot (.2 meters) wide by 2 inch (50 mm) deep wedge of compost spread along the top of the filter tube shall be incidental to this item.

Stakes for anchors, if required, shall be nominal 2x2 stakes.

#### METHODS

Tubes of compost may be filled on site or shipped. Tubes shall be placed, filled and staked in place as required to ensure stability against water flows. All tubes shall be tamped to ensure good contact with soil.

The Contractor shall ensure that the filter tubes function as intended at all times. Tubes shall be inspected after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct all deficiencies, including, but not limited to, washout, overtopping, clogging due to sediment, and erosion. The contractor shall review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or compost material shall be installed as directed by the Engineer. Contractor shall remove sediment deposits as necessary to maintain the filters in working condition.

Filter tube fabric and stakes shall be removed by the Contractor when site conditions are sufficiently stable to prevent surface erosion, and after receiving permission to do so from the Engineer. All tube fabric shall be cut and removed and disposed of off-site by the Contractor. At the direction of the Engineer, the Contractor may rake out and seed compost so that it is no greater than 2 inches (50 mm) in depth on soil substrate.

#### PAYMENT AND MEASUREMENT

Measurement for this item shall be by the foot of compost installed, approved, and maintained in place. Payment shall be the bid price and shall be compensation for all labor equipment and materials necessary to complete the work specified above, including, but not limited to, stakes and tube fabric, compost mulch wedge along top of tubes, removal and disposal of fabric and stakes, raking and seeding of compost.

#### **ITEM 874.2**

#### **TRAFFIC SIGN REMOVED AND RESET**

**EACH**

#### DESCRIPTION

The work to be done under this item shall include the dismantling, removal, transporting and resetting of the existing signs at the location indicated on the Plans. The work also includes the removal and disposal (if not reused) of the existing sign supports and foundations.

The Contractor shall exercise particular care in the dismantling, removal, transporting and resetting of the existing signs designated to be reused. Any sign panel damaged through carelessness or lack of protection by the Contractor shall be replaced at the Contractor's expense.

If the Engineer determines that new supports are required for signs designated to be removed and reset, payment of the new supports shall be included under the Item 847.1. The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

The existing signs shall not be removed and reset without permission of the Engineer.

**PAYMENT AND MEASUREMENT**

Payment and measurement shall be made at the contract unit bid price per each for Item 874.2 Traffic Sign Removed and Reset satisfactorily removed and reset, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 874.4**                      **TRAFFIC SIGN REMOVED AND STACKED**                      **EACH**

**DESCRIPTION**

Work under this Item shall include the dismantling, removal, transporting and stacking of the existing roadside traffic signs and street signs as directed by the Engineer including the removal and disposal of the sign supports and their foundations.

The work shall include removing the supports, excavating the existing foundation, the disposal of the concrete and supports, the backfilling with compacted gravel of the holes resulting from the excavation and removal of the supports and the replacement, in kind, of any surface material disturbed.

The existing signs shall not be removed until the new signs and structures replacing them are ready for installation or until the Engineer orders their removal.

All signs removed and stacked shall be delivered to the Westford Highway Facility, 28 North Street, Westford – Contact Richard Barrett. If the Town decides to abandon the property, than the Contractor shall dispose of the signs at his/her expense.

**PAYMENT AND MEASUREMENT**

Payment and measurement shall be made at the contract unit bid price per each for Item 874.4 Traffic Sign Removed and Stacked for removing the supports and removing and stacking the signs. All other work, including excavation of the existing foundation and the disposal of the concrete and supports, backfilling of the holes and replacement of any surface materials shall be considered incidental to Item 874.4.

**ITEM 939**                      **PREFABRICATED MODULAR WALL SYSTEM**                      **SQUARE FOOT**

Work under this item shall consist of designing, fabricating and installing a prefabricated modular wall system at the locations specified on the Plans. The prefabricated modular wall system shall conform to the dimensions and proposed grades as shown on the plans.

The prefabricated modular wall sections shall be manufactured in accordance with the applicable requirements of Section 900 of the Standard Specifications, the Plans and this Special Provision. Where the Plans and specifications do not provide specific requirements, the Manufacturer's recommendations shall be followed.

**Basis of Acceptance**

Acceptability of the prefabricated modular wall sections shall be determined by the Engineer based on the results of all required material tests and by inspection of the furnished sections.

### Materials

Concrete – Cement Concrete shall conform to the requirements of ASTM C94. The air content shall be in accordance with the approved cement concrete mix design. The minimum concrete compressive strength shall be 3,000 psi at 28 days.

### Admixtures

Admixtures may be used in accordance with the approved cement concrete mix design.

### Steel Reinforcement

All structural reinforcement shall consist of epoxy coated deformed billet steel bars conforming to ASTM A615. Any additional reinforcement or embedded devices required for shipping and handling purposes shall be epoxy coated and/or dipped galvanized and as shown on the shop drawings submitted for approval of the Engineer.

### Design

The Contractor shall submit design computations for the prefabricated modular wall system for each proposed wall to the Engineer for review and approval. The computations shall be prepared in accordance with the latest AASHTO Standard Specifications for Highway Bridges and the latest Massachusetts Highway Department Bridge Design Manual. Two independent sets of design computations shall be submitted for approval. To expedite the review and approval process, submissions containing computer computations shall include electronic copies of the actual input and output files. The design computations shall consider all loading as are appropriate for each stage of fabrication, shipment, construction and up completion. The computations shall also include global wall stability checks. The designer shall also consider the internal and external drainage adjacent to the wall. Design computations and shop drawings shall be prepared and stamped by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts.

Prior to fabrication, eight sets of complete shop drawings showing, as a minimum, the following information shall be submitted to the Engineer for approval:

1. Elevation Layout of the structure indicating the piece mark of each wall section.
2. Complete details of all proposed modular sections to be used, including all dimensions and tolerances, locations and types of reinforcement, finish treatment, and concrete strengths at lifting and at 28 days.
3. Locations and methods of forming lifting holes, type and location of lifting devices, and the method of handling and transporting all modular wall sections to the job site.
4. Computations and details of any required temporary earth support needed for the installation of the wall.

The wall layouts provided in the Plans are shown to establish the required location, lengths and retained heights. Any deviation from the location, lengths and heights shown on the Plans must be shown on the Shop Drawings and approved by the Engineer. Approval of the Shop Drawings does not relieve the Contractor from responsibility for the correctness of the dimensions shown.

The manufacturer shall be a NPCA (National Precast Concrete Association) Certified facility with ACI grade level I certified technicians.

### Workmanship and Finish

The modular wall sections shall be substantially free of fractures. The finished wall sections shall have a textured finish that gives a stone or granite block type appearance. The exact finish proposed shall be included with submittal of the wall design and layout for approval. Both the horizontal and vertical joints between modular wall sections shall be aligned so as to create a uniform appearance of the finished wall system.

### Repairs

Modular wall sections repaired because of occasional imperfections in manufacture or handling damage will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired wall section conforms to the requirements of these specifications.

### Inspection

The quality of materials, the process of manufacture, and the finished modular wall sections shall be subject to inspection by the Engineer.

### Rejection

Modular wall sections shall be subject to rejection due to the failure to conform to any of the specification requirements in the opinion of the Engineer.

### Installation

A 12" thick minimum crushed stone leveling pad is required to be placed on the undisturbed native soil as shown on the plans and as required by the manufacturer. The crushed stone shall conform to M2.01.1 of the Standard Specifications.

Free-draining stone backfill conforming to M1.03.0, Type B of the Standard Specifications and to the wall designers specifications shall be placed to a minimum 12" in width behind the back of the wall extending vertically from the top of the crushed stone leveling pad to 4" below the top of the wall.

The prefabricated modular wall systems shall be installed in a workmanlike manner in accordance with the lines and grades indicated on the plans, the requirements described in the plans and specification and the requirements and recommendations of the manufacturer. The Contractor shall supply competent workmen and equipment sufficient to install the modular wall sections in a safe, accurate and workmanlike manner.

Backfilling of the prefabricated modular wall system shall be in accordance with the requirements of the manufacturer.

A representative of the manufacturer shall be on site at the commencement of the installation, at no cost to the Town, to assist the Contractor. The representative shall offer advisory assistance only and shall not supplant the Contractor's representative or the Engineer.

### METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

The prefabricated modular wall system shall be paid for at the Contract Unit Price bid per Square Foot of Modular Wall installed complete in place. The measurement of the wall area shall be made based on the area of the front face of the wall installed. The Contract Unit Price bid shall include designing, furnishing, fabrication and installing the prefabricated modular wall system which price constitutes full payment for all labor, transportation, equipment, tools, material or other incidentals necessary to complete the work.

The cost associated with furnishing and placing the crushed stone leveling pad, free-draining stone backfill and any required sub-drains shall be considered as incidental to the contract unit price bid for this item. The cost associated with restacking the existing stonewall as required shall be considered as incidental to the contract unit price bid for this item.

**ITEM 950.1**

**TEMPORARY SHORING**

**LUMP SUM**

The work under this Item shall consist of the design, procurement, installation and removal of a temporary earth support system to maintain and support the existing roadway during the construction of the retaining wall.

The temporary shoring system shall be extended above the height of the excavation, but below the temporary barrier. Temporary shoring shall be designed to resist lateral impact loading to the temporary barrier curb. The temporary shoring system shall be designed by the Contractor for vehicular impact loading in accordance with Chapter 2 of the AASHTO Standard Specifications.

Additionally, the Contractor is be responsible for providing the necessary temporary support for existing and proposed drainage structures and buried utility structures that will remain in service during excavation operations. This includes providing openings in the shoring system for the proposed outlet drainage pipe as shown on the contract plans. This work is incidental to the item and will not be considered for additional compensation.

The temporary shoring for the proposed retaining wall is shown on the plans as steel sheeting, but alternate forms of temporary shoring such as soldier piles and timber lagging may be acceptable. The temporary shoring provided shall be independent and not cause damage to the permanent structure when removed.

Plans and calculations of the temporary shoring system shall be prepared and submitted to the Engineer for approval. The Contractor designed temporary shoring systems shall meet the minimum following requirements:

1. The Contractor is responsible for selecting, designing, furnishing, installing and maintaining the temporary shoring systems.
2. The Contractor shall submit for review and approval, plans and calculations of the proposed system. All plans and calculations submitted shall bear the seal of a Professional Engineer registered in Massachusetts.
3. The temporary shoring system shall be designed to safely resist all anticipated loads it may be subjected to while in place, including HS20 live load surcharge and any expected surcharge from construction vehicles (i.e. cranes). The allowable design stresses shall be in accordance with AASHTO Standards Specifications for Highway Bridges (17<sup>th</sup> edition).
4. The temporary shoring system shall be designed to safely resist vehicular impact loading.
5. The temporary shoring system shall be designed to safely accommodate any pipe or utilities that will be required to pass through the shoring system.

Excavation for construction of proposed retaining wall and demolition of existing retaining wall shall be paid for under Item 140, and Item 144, respectively. Payment shall be made at the



PAYMENT AND MEASUREMENT

Payment and measurement will be made at the contract unit price per lump sum for Item 1002 BVW Replication and shall include all excavation, labor, materials, plantings, equipment, monitoring, and incidental costs required to complete the work.

END OF SECTION



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