



CITY OF HAVERHILL, MASSACHUSETTS

Invitation for Bid

Remediation of 57 Granite Street

IFB013.10

Bid Due Date: Thursday, October 1, 2009, 2:00 P.M.

City of Haverhill Purchasing Department
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830-5875

Telephone: (978) 374-2309
Facsimile: (978) 521-4348

Purchasing@cityofhaverhill.com



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

TIMOTHY P. MURRAY
Lieutenant Governor

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2008	\$42.330				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2008	\$42.400				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2008	\$42.520				
ADS/SUBMERSIBLE PILOT	08/01/2009	\$102.480	08/01/2010	\$107.460	08/01/2011	\$112.980
AIR TRACK OPERATOR	06/01/2009	\$43.500	12/01/2009	\$44.500	06/01/2010	\$45.500
	12/01/2010	\$46.750	06/01/2011	\$47.750	12/01/2011	\$49.000
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	06/01/2009	\$39.250	12/01/2009	\$40.250		
ASPHALT RAKER	06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
	12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
	12/01/2010	\$61.030				
BACKHOE/FRONT-END LOADER	06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
	12/01/2010	\$61.030				
BARCO-TYPE JUMPING TAMPER	06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
	12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2009	\$43.500	12/01/2009	\$44.500	06/01/2010	\$45.500
	12/01/2010	\$46.750	06/01/2011	\$47.750	12/01/2011	\$49.000
BOILER MAKER	10/01/2008	\$54.800				
APPRENTICE: BOILERMAKER - Local 29						
Ratio	Step	1	2	3	4	5
1:5	%	65.00	65.00	70.00	75.00	80.00
						85.00
						90.00
						95.00
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2009	\$67.120	02/01/2010	\$68.010	08/01/2010	\$69.910
	02/01/2011	\$70.900	08/01/2011	\$73.000	02/01/2012	\$73.990
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Lynn						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	60.00	70.00	80.00	90.00
BULLDOZER/GRADER/SCRAPER	06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430
	12/01/2010	\$60.680				
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2009	\$47.250	12/01/2009	\$48.250	06/01/2010	\$49.250
	12/01/2010	\$50.500	06/01/2011	\$51.500	12/01/2011	\$52.750
CAISSON & UNDERPINNING LABORER	06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100
	12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
CAISSON & UNDERPINNING TOP MAN	06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100
	12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
CARBIDE CORE DRILL OPERATOR	06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
	12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
CARPENTER	03/01/2009	\$52.770				

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

APPRENTICE: CARPENTER - Zone 2 Eastern MA											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
CEMENT MASONRY/PLASTERING					08/01/2009	\$65.510	02/01/2010	\$66.200	08/01/2010	\$67.670	
					02/01/2011	\$68.440	08/01/2011	\$70.060	02/01/2012	\$70.830	
CHAIN SAW OPERATOR					06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000	
					12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500	
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES					06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780	
					12/01/2010	\$61.030					
COMPRESSOR OPERATOR					06/01/2009	\$47.070	12/01/2009	\$47.890	06/01/2010	\$48.810	
					12/01/2010	\$49.740					
DELEADER (BRIDGE)					07/01/2009	\$62.260	01/01/2010	\$63.410			
DEMO: ADZEMAN					06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100	
					12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600	
DEMO: BACKHOE/LOADER/HAMMER OPERATOR					06/01/2009	\$47.100	12/01/2009	\$48.100	06/01/2010	\$49.100	
					12/01/2010	\$50.350	06/01/2011	\$51.350	12/01/2011	\$52.600	
DEMO: BURNERS					06/01/2009	\$46.850	12/01/2009	\$47.850	06/01/2010	\$48.850	
					12/01/2010	\$50.100	06/01/2011	\$51.100	12/01/2011	\$52.350	
DEMO: CONCRETE CUTTER/SAWYER					06/01/2009	\$47.100	12/01/2009	\$48.100	06/01/2010	\$49.100	
					12/01/2010	\$50.350	06/01/2011	\$51.350	12/01/2011	\$52.600	
DEMO: JACKHAMMER OPERATOR					06/01/2009	\$46.850	12/01/2009	\$47.850	06/01/2010	\$48.850	
					12/01/2010	\$50.100	06/01/2011	\$51.100	12/01/2011	\$52.350	
DEMO: WRECKING LABORER					06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100	
					12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600	
DIRECTIONAL DRILL MACHINE OPERATOR					06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430	
					12/01/2010	\$60.680					
DIVER					08/01/2009	\$75.600	08/01/2010	\$78.890	08/01/2011	\$82.740	
DIVER TENDER					08/01/2009	\$60.240	08/01/2010	\$62.590	08/01/2011	\$65.340	
DIVER TENDER (EFFLUENT)					08/01/2009	\$79.440	08/01/2010	\$82.960	08/01/2011	\$87.090	
DIVER/SLURRY (EFFLUENT)					08/01/2009	\$102.480	08/01/2010	\$107.410	08/01/2011	\$113.190	
ELECTRICIAN					03/01/2009	\$63.550	09/01/2009	\$64.780	03/01/2010	\$66.020	
					09/01/2010	\$67.260	03/01/2011	\$68.490			
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80											
ELEVATOR CONSTRUCTOR					01/01/2009	\$63.690	01/01/2010	\$65.190	01/01/2011	\$66.690	
					01/01/2012	\$68.190					

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

APPRENTICE:		ELEVATOR CONSTRUCTOR - Local 4								
Ratio	Step	1	2	3	4	5				
1:1	%	50.00	55.00	65.00	70.00	80.00				
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year										
ELEVATOR CONSTRUCTOR HELPER					01/01/2009	\$49.830	01/01/2010	\$51.330	01/01/2011	\$52.830
					01/01/2012	\$54.330				
FENCE & GUARD RAIL ERECTOR					06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
					12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)					05/01/2009	\$54.780	11/01/2009	\$55.890	05/01/2010	\$56.990
					11/01/2010	\$58.230	05/01/2011	\$59.470		
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)					05/01/2009	\$40.260	11/01/2009	\$40.910	05/01/2010	\$41.560
					11/01/2010	\$42.290	05/01/2011	\$43.020		
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)					05/01/2009	\$56.140	11/01/2009	\$57.250	05/01/2010	\$58.360
					11/01/2010	\$59.610	05/01/2011	\$60.860		
FIRE ALARM INSTALLER					03/01/2009	\$63.550	09/01/2009	\$64.780	03/01/2010	\$66.020
					09/01/2010	\$67.260	03/01/2011	\$68.490		
FIRE ALARM REPAIR / MAINTENANCE					03/01/2009	\$51.620	09/01/2009	\$52.540	03/01/2010	\$53.470
					09/01/2010	\$54.410	03/01/2011	\$55.330		
FIREMAN (ASST. ENGINEER)					06/01/2009	\$51.780	12/01/2009	\$52.740	06/01/2010	\$53.810
					12/01/2010	\$54.890				
FLAGGER & SIGNALER					06/01/2009	\$34.400	12/01/2009	\$34.400	06/01/2010	\$35.400
					12/01/2010	\$35.400	06/01/2011	\$36.400	12/01/2011	\$36.400
FLOORCOVERER					03/01/2009	\$58.380				
APPRENTICE:		FLOORCOVERER - Local 2168 Zone 1								
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Steps are 750 hrs.										
FORK LIFT/CHERRY PICKER					06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
					12/01/2010	\$61.030				
GENERATOR/LIGHTING PLANT/HEATERS					06/01/2009	\$47.070	12/01/2009	\$47.890	06/01/2010	\$48.810
					12/01/2010	\$49.740				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)					07/01/2009	\$51.760	01/01/2010	\$52.910		
APPRENTICE:		GLAZIER - Local 35 Zone 2								
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification	Effective Dates and Total Rates							
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780		
	12/01/2010	\$61.030						
APPRENTICE: HOIST/PORT. ENG.- Local 4								
Ratio Step	1	2	3	4	5	6	7	8
1:6 %	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
HVAC (DUCTWORK)	08/01/2009	\$62.260	02/01/2010	\$63.510	08/01/2010	\$64.760		
	02/01/2011	\$66.010	08/01/2011	\$67.260	02/01/2012	\$68.510		
	08/01/2012	\$69.760	02/01/2013	\$71.010				
HVAC (ELECTRICAL CONTROLS)	03/01/2009	\$63.550	09/01/2009	\$64.780	03/01/2010	\$66.020		
	09/01/2010	\$67.260	03/01/2011	\$68.490				
HVAC (TESTING AND BALANCING - AIR)	08/01/2009	\$62.260	02/01/2010	\$63.510	08/01/2010	\$64.760		
	02/01/2011	\$66.010	08/01/2011	\$67.260	02/01/2012	\$68.510		
	08/01/2012	\$69.760	02/01/2013	\$71.010				
HVAC (TESTING AND BALANCING -WATER)	03/01/2009	\$60.400	09/01/2009	\$62.400	03/01/2010	\$64.400		
HVAC MECHANIC	03/01/2009	\$60.400	09/01/2009	\$62.400	03/01/2010	\$64.400		
HYDRAULIC DRILLS	06/01/2009	\$43.500	12/01/2009	\$44.500	06/01/2010	\$45.500		
	12/01/2010	\$46.750	06/01/2011	\$47.750	12/01/2011	\$49.000		
INSULATOR (PIPES & TANKS)	09/01/2008	\$56.860	09/01/2009	\$59.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston								
Ratio Step	1	2	3	4				
1:4 %	50.00	60.00	70.00	80.00				
					Steps are 1 year			
IRONWORKER/WELDER	03/16/2009	\$53.820	09/16/2009	\$55.170	03/16/2010	\$56.570		
APPRENTICE: IRONWORKER - Local 7 Lawrence								
Ratio Step	1	2	3	4	5	6		
%	60.00	70.00	75.00	80.00	85.00	90.00		
Structural 1:6; Ornamental 1:4								
JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000		
	12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500		
LABORER	06/01/2009	\$42.750	12/01/2009	\$43.750	06/01/2010	\$44.750		
	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250		
APPRENTICE: LABORER - Zone 2								
Ratio Step	1	2	3	4				
1:5 %	60.00	70.00	80.00	90.00				
LABORER: CARPENTER TENDER	06/01/2009	\$42.750	12/01/2009	\$43.750	06/01/2010	\$44.750		
	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250		

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

Classification	Effective Dates	Total Rates
LABORER: CEMENT FINISHER TENDER	06/01/2009	\$42.750
	12/01/2010	\$46.000
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2009	\$42.750
	12/01/2010	\$46.000
LABORER: MASON TENDER	06/01/2009	\$43.000
	12/01/2010	\$46.250
LABORER: MULTI-TRADE TENDER	06/01/2009	\$42.750
	12/01/2010	\$46.000
LABORER: TREE REMOVER	06/01/2009	\$42.750
	12/01/2010	\$46.000
LABORER: CEMENT FINISHER TENDER	12/01/2009	\$43.750
	06/01/2011	\$47.000
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2009	\$43.750
	06/01/2011	\$47.000
LABORER: MASON TENDER	12/01/2009	\$44.000
	06/01/2011	\$47.250
LABORER: MULTI-TRADE TENDER	12/01/2009	\$43.750
	06/01/2011	\$47.000
LABORER: TREE REMOVER	12/01/2009	\$43.750
	06/01/2011	\$47.000
LABORER: CEMENT FINISHER TENDER	06/01/2010	\$44.750
	12/01/2011	\$48.250
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2010	\$44.750
	12/01/2011	\$48.250
LABORER: MASON TENDER	06/01/2010	\$45.000
	12/01/2011	\$48.500
LABORER: MULTI-TRADE TENDER	06/01/2010	\$44.750
	12/01/2011	\$48.250
LABORER: TREE REMOVER	06/01/2010	\$44.750
	12/01/2011	\$48.250
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.		
LASER BEAM OPERATOR	06/01/2009	\$43.000
	12/01/2010	\$46.250
MARBLE & TILE FINISHERS	08/01/2009	\$56.240
	02/01/2011	\$59.270
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile		
Ratio	Step	1 2 3 4 5
1:3	%	50.00 60.00 70.00 80.00 90.00
Steps are 800 hrs.		
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2009	\$67.160
	02/01/2011	\$70.940
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile		
Ratio	Step	1 2 3 4 5
1:3	%	50.00 60.00 70.00 80.00 90.00
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2010	\$68.050
	08/01/2011	\$73.040
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile	08/01/2010	\$69.950
	02/01/2012	\$74.030
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300
	07/01/2010	\$29.000
MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2009	\$57.090
	12/01/2010	\$60.680
MECHANICS MAINTENANCE	06/01/2009	\$57.090
	12/01/2010	\$60.680
MILLWRIGHT (Zone 2)	03/01/2009	\$52.540
MORTAR MIXER	06/01/2009	\$43.000
	12/01/2010	\$46.250
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2009	\$41.090
	12/01/2010	\$43.220
OILER (TRUCK CRANES, GRADALLS)	06/01/2009	\$43.990
	12/01/2010	\$46.380
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2009	\$57.090
	12/01/2010	\$60.680

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

PAINTER (BRIDGES/TANKS)		07/01/2009	\$62.260	01/01/2010	\$63.410					
APPRENTICE: PAINTER - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										
PAINTER (SPRAY OR SANDBLAST, NEW) *		07/01/2009	\$53.160	01/01/2010	\$54.310					
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										
PAINTER (SPRAY OR SANDBLAST, REPAINT)		07/01/2009	\$51.220	01/01/2010	\$52.370					
APPRENTICE: PAINTER - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										
PAINTER (TRAFFIC MARKINGS)		06/01/2009	\$42.750	12/01/2009	\$43.750	06/01/2010	\$44.750			
		12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250			
PAINTER / TAPER (BRUSH, NEW) *		07/01/2009	\$51.760	01/01/2010	\$52.910					
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										
PAINTER / TAPER (BRUSH, REPAINT)		07/01/2009	\$49.820	01/01/2010	\$50.970					
APPRENTICE: PAINTER - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Steps are 750 hrs.										
PANEL & PICKUP TRUCKS DRIVER		12/01/2008	\$42.160							
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)		08/01/2009	\$60.240	08/01/2010	\$62.590	08/01/2011	\$65.340			
PILE DRIVER		08/01/2009	\$60.240	08/01/2010	\$62.590	08/01/2011	\$65.340			

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8	9	10
APPRENTICE: PILE DRIVER - Local 56 Zone 1	1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
PIPEFITTER & STEAMFITTER							03/01/2009	\$60.400	09/01/2009	\$62.400	03/01/2010	\$64.400
APPRENTICE: PIPEFITTER - Local 537	**	%	40.00	45.00	60.00	70.00	80.00					
** 1:3; 3:15; 1:10 thereafter												
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)												
PIPELAYER							06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
							12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
PLUMBER							03/01/2009	\$60.170	09/01/2009	\$62.170	03/01/2010	\$64.170
APPRENTICE: PLUMBER/PIPEFITTER - Local 12 (Local 138)												
Ratio Step	1:5	%	37.50	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00
PNEUMATIC CONTROLS (TEMP.)							03/01/2009	\$60.400	09/01/2009	\$62.400	03/01/2010	\$64.400
PNEUMATIC DRILL/TOOL OPERATOR							06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
							12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
POWDERMAN & BLASTER							06/01/2009	\$43.750	12/01/2009	\$44.750	06/01/2010	\$45.750
							12/01/2010	\$47.000	06/01/2011	\$48.000	12/01/2011	\$49.250
POWER SHOVEL/DERRICK/TRENCHING MACHINE							06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
							12/01/2010	\$61.030				
PUMP OPERATOR (CONCRETE)							06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
							12/01/2010	\$61.030				
PUMP OPERATOR (DEWATERING, OTHER)							06/01/2009	\$47.070	12/01/2009	\$47.890	06/01/2010	\$48.810
							12/01/2010	\$49.740				
READY-MIX CONCRETE DRIVER							05/01/2009	\$33.420	05/01/2010	\$33.790		
RECLAIMERS							06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430
							12/01/2010	\$60.680				
RESIDENTIAL WOOD FRAME CARPENTER **							04/01/2009	\$35.620				
** 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.												
RIDE-ON MOTORIZED BUGGY OPERATOR							06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
							12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
ROLLER/SPREADER/MULCHING MACHINE							06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430
							12/01/2010	\$60.680				
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)							02/01/2009	\$53.860				

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

APPRENTICE: ROOFER - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
** 1:5, 2:6 -10 thereafter 1:10 (or portion thereof)						Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.					
Roofer (Reroofing): Same Steps and Hours as Above ** 1:4; Thereafter 1:1											
SHEETMETAL WORKER					08/01/2009	\$62.260	02/01/2010	\$63.510	08/01/2010	\$64.760	
					02/01/2011	\$66.010	08/01/2011	\$67.260	02/01/2012	\$68.510	
					08/01/2012	\$69.760	02/01/2013	\$71.010			
APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Steps 1-3 are 1 year; Steps 4-7 are 6 mos.											
SIGN ERECTOR					06/01/2009	\$37.780					
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Steps are 4 mos.											
SLATE / TILE / PRECAST CONCRETE ROOFER					02/01/2009	\$54.110					
SPECIALIZED EARTH MOVING EQUIP < 35 TONS					12/01/2008	\$42.620					
SPECIALIZED EARTH MOVING EQUIP > 35 TONS					12/01/2008	\$42.910					
SPRINKLER FITTER					03/16/2009	\$66.950	09/16/2009	\$68.450	03/16/2010	\$69.700	
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
STEAM BOILER OPERATOR					06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430	
					12/01/2010	\$60.680					
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN					06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430	
					12/01/2010	\$60.680					
TELECOMMUNICATION TECHNICIAN					03/01/2009	\$51.620	09/01/2009	\$52.540	03/01/2010	\$53.470	
					09/01/2010	\$54.410	03/01/2011	\$55.330			
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
TERRAZZO FINISHERS					08/01/2009	\$66.060	02/01/2010	\$66.950	08/01/2010	\$68.850	
					02/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930	

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

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



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



SUZANNE M. BUMP
Secretary of Labor and Workforce Development
GEORGE NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

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

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile										
Ratio	Step	1	2	3	4	5				
1:3	%	50.00	60.00	70.00	80.00	90.00				
Steps are 800 hrs.										
TEST BORING DRILLER					06/01/2009	\$47.500	12/01/2009	\$48.500	06/01/2010	\$49.500
					12/01/2010	\$50.750	06/01/2011	\$51.750	12/01/2011	\$53.000
TEST BORING DRILLER HELPER					06/01/2009	\$46.220	12/01/2009	\$47.220	06/01/2010	\$48.220
					12/01/2010	\$49.470	06/01/2011	\$50.470	12/01/2011	\$51.720
TEST BORING LABORER					06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100
					12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
TRACTORS/PORTABLE STEAM GENERATORS					06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430
					12/01/2010	\$60.680				
TRAILERS FOR EARTH MOVING EQUIPMENT					12/01/2008	\$43.200				
TUNNEL WORK - COMPRESSED AIR					06/01/2009	\$58.430	12/01/2009	\$59.680	06/01/2010	\$60.930
					12/01/2010	\$62.180	06/01/2011	\$63.430	12/01/2011	\$64.680
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)					06/01/2009	\$60.430	12/01/2009	\$61.680	06/01/2010	\$62.930
					12/01/2010	\$64.180	06/01/2011	\$65.430	12/01/2011	\$66.680
TUNNEL WORK - FREE AIR					06/01/2009	\$50.500	12/01/2009	\$51.750	06/01/2010	\$53.000
					12/01/2010	\$54.250	06/01/2011	\$55.500	12/01/2011	\$56.750
TUNNEL WORK - FREE AIR (HAZ. WASTE)					06/01/2009	\$52.500	12/01/2009	\$53.750	06/01/2010	\$55.000
					12/01/2010	\$56.250	06/01/2011	\$57.500	12/01/2011	\$58.750
VAC-HAUL					12/01/2008	\$42.620				
WAGON DRILL OPERATOR					06/01/2009	\$43.000	12/01/2009	\$44.000	06/01/2010	\$45.000
					12/01/2010	\$46.250	06/01/2011	\$47.250	12/01/2011	\$48.500
WASTE WATER PUMP OPERATOR					06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
					12/01/2010	\$61.030				
WATER METER INSTALLER					03/01/2009	\$60.170	09/01/2009	\$62.170	03/01/2010	\$64.170

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

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



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



SUZANNE M. BUMP
Secretary of Labor and Workforce Development

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

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

Awarding Authority: City of Haverhill

Contract Number:

City/Town: HAVERHILL

Description of Work: contaminated site remediation

Job Location: 57 Granite Street

Classification

Effective Dates and Total Rates

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c.23, 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.

*** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1 JM:1 App; 2-3 JM:2 App; 4-6 JM:4 App; 7-9 JM:6 App; 10-12 JM:8 App; 13-15 JM: 10 App; etc.

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

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

City Of Haverhill
City Hall
Four Summer Street
Haverhill, Massachusetts 01830-5876

IFB013.10 – Remediation of 57 Granite Street

I. General Information and Bid Submission Requirements

- A. Sealed bids are requested by the City of Haverhill for Remediation of 57 Granite Street. Envelopes containing sealed bids will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room #105, 4 Summer Street, Haverhill, Massachusetts 01830 until the time indicated and will be publicly opened.
- B. There will be a pre-bid meeting and site inspections to familiarize prospective bidders with the existing conditions and with the specific requirements of the bid documents. The meeting will be held at Haverhill Former Ted's for Tires Site, 57 Granite Street, Haverhill, MA at 8:00 a.m. on Monday, September 21, 2009.
- C. Bids are to be submitted by 2:00 p.m., Thursday, October 1, 2009, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "IFB013.10, Remediation of 57 Granite Street". Bids will be available for public inspection three (3) business days after the bid opening.
- D. The contract will be awarded by the City within ninety (90) days after the bid opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the apparent lowest responsive bidder.
- E. Addenda: If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The City will require acknowledgement of any addenda issued to be included on the bid form.
- F. Questions concerning this bid must be submitted in writing to: Robert J. DeFusco, email purchasing@cityofhaverhill.com before 2:00 PM on Monday, September 23, 2009. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all bidders on record as having picked up / downloaded the IFB.
- G. A bidder may correct, modify or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____." Each modification must be numbered in sequence and must reference the original IFB.
- H. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- I. The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- J. All bid prices submitted in response to this IFB must remain firm for forty five (45) days following the bid opening.
- K. Each bidder will submit six (6) copies of all required forms. All Bids must include a signed certificate of non-collusion, signed tax compliance certificate, reference listing and a completed bid-pricing sheet. In addition, each bidder will include within the sealed bid an Excel spreadsheet of their pricing in electronic format on a diskette or CD.
- L. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

II. Purchase Description / Scope of Services:

- A. This project has a planned start date of Monday, October 19, 2009 and must be completed no later than Wednesday, November 25, 2009.
- B. Teds for Tires – Intro-Work Summary Text-09-08-09, Appendix A – 1;
- C. Source Excavation Areas, Appendix A – 2
- D. Final Teds-Remediation Specifications 090809, Appendix A – 3.

III. Quality Requirements:

- A. Bidder must meet all of the terms described in the Invitation to Bid and the Specification requirements (Appendix A) as well as commit to completing this project no later than Wednesday, November 25, 2009.
- B. Bidder must have been in the business for a minimum of five (5) years.
- C. Bidder must complete and include the following Appendices:
 - i. Appendix B – Bid Pricing Sheet
 - ii. Appendix C – Certifications
 - iii. Appendix D – References
 - iv. Appendix F – Statement of Experience
 - v. Appendix G – Proposed Subcontractor & Mobilization Site
 - vi. Appendix H – Questionnaire
 - vii. Appendix I - Critical Path Schedule
- D. Bidders must provide resumes for all personnel involved in the project, including names and contact information for the following. (Note that all personnel working on-site must have current 40-hour HAZWOPER training.)
 - i. Principal;
 - ii. Project Manager;
 - iii. Site Superintendent.
- E. Bidders must provide the following draft submittals:
 - i. Traffic control and staging area plan;
 - ii. Haul route to licensed Asphalt Recovery facility.

IV. References: Complete Appendix D with the following information.

- A. Commercial: Submit a comprehensive list of ongoing projects associated with this specific scope of work, projects completed with the past five (5) years, project contact names and telephone numbers.
- B. Financial References demonstrate a stable and secure financial position.
- C. Bidders must include a credit report from a credit-reporting agency indicating the bidders' credit history for the last seven (7) years. The credit report must be dated no earlier than sixty (60) days prior to the submission date.
- D. The Bidder shall disclose any current or pending litigation regarding failure to deliver or comply with specified requirements for a site contamination project.

Formatted: Indent: Left: 0", Right: -0.25", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5", Tabs: 0.25", Left

V. Rule for Award:

- The contract will be awarded to the responsible and eligible bidder offering the lowest total cost.
- Determination of responsible shall be based the inclusion of the required submittals and financial references.
- Determination of eligible shall be based the bidder
 - (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work;
 - (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed;
 - (3) who, where the provisions of Section 8B of Chapter 129 apply, shall have been deemed qualified thereunder; and
 - (4) who obtains within ten (10) days of the notification of contract award the security by bond required under Section 29, Chapter 149.

VII. Bid Pricing Sheet: See Appendix B.

VII. Non Collusion Form and Tax Compliance Form: See Appendix C.

VIII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
- B. Purchases made by the City are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.

- C. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
- D. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
- E. A Notice of Acceptance of the Bid will be mailed or furnished to the successful bidder within forty-five (45) days of the bid opening. A City Contract and / or a Purchase Order will follow the written Notice of Award.
- F. If the successful bidder fails to achieve Final Completion Date of Wednesday, November 25, 2009, it shall be liable to pay the City \$3,000 per day, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the City's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement.
- G. Bid Bond: This proposal shall be accompanied by a bid deposit in the form of a bid bond, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Haverhill. A bid bond shall be (a) in a form satisfactory to the awarding authority, (b) with a surety company qualified to do business in the commonwealth and satisfactory to the awarding authority and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The amount of such bid deposit shall be five (5) per cent of the value of the bid.
- H. Payment Bond: The successful bidder must furnish a Payment Bond for fifty (50) of the full sum of the guaranteed maximum price by a surety company licensed to do business in the commonwealth and whose name appears on the United States Treasury Department Circular 570.
- I. Performance Bond: The successful bidder must furnish a Performance Bond for fifty (50) of the full sum of the guaranteed maximum price by a surety company licensed to do business in the commonwealth.
- J. Massachusetts Prevailing Wages: The Division of Occupational Safety issues prevailing wage schedules to cities, towns, counties, districts, authorities, and agencies of the commonwealth for construction projects and several other types of public work. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project. The wage schedules for this IFB are attached in Appendix E.
- K. 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 awards made subject to section forty-four A of Chapter 149.
- L. The undersigned further states that the above certifications that the bid is *bona fide* is also in consideration of the value of labor, using the rates as set forth in the schedule of wage rates included with the Bid Documents, and that wage reports will be tendered to the Awarding Authority as required under Massachusetts General Laws.
- M. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section twenty-nine F of chapter twenty-nine (M.G.L. ch. 29, §29F), or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- N. Unless otherwise provided by law, the Contractor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.
- O. Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- P. Pursuant to M.G.L. ch. 111F, sec. 8-10, any supplier who receives a contract resulting from this solicitation agrees to submit a MSDS for each toxic or hazardous substance or mixture containing such substance when deliveries are made.
- Q. The City reserves the right to request a vendor to maintain vendor records for five (5) years and to provide assistance with any future audit requirements.
- R. Bidders must provide evidence they are licensed to do the specified work.
- S. All bidders must include with their bid or proposal copies of warranties and/or guarantees for each item and related major components. Such warranties or guarantees must be assignable to the City (the owner) by the bidder or it must make arrangements to allow such assignment. Warranties and Guarantees are part of the evaluation criteria. Bidders warrant and guarantee complete functionality in all respects of the product(s)
- T. Any reference to a particular trademark, trade name, patent, design, type, specification, producer, supplier, or catalogue is not intended to restrict this solicitation to any manufacturer or proprietor or to constitute an

endorsement of any good or service, and the City may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

U. Insurance: The Contractor shall purchase and maintain during the term of this agreement such insurance coverage as is specified. This coverage shall apply to the Contractor directly and the work of any or all Subcontractor(s) he may employ, or anyone directly or indirectly employed for work under this Project.

a. Worker's Compensation And Employer's Liability Insurance: Coverage as required by the Worker's Compensations laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149, sec. 34A, including both statutory lines and Coverage B.

b. Commercial General Liability Insurance: The Contractor shall provide the following minimum liability limits:

<u>Coverage</u>	<u>Limits of Insurance</u>
General Aggregate Limit: (Other than Products-Completed Operations)	\$2,000,000.00
Products-Completed Operations aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$100,000.00
Medical Expense Limit (any one person)	\$5,000.00

c. The Commercial General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

- i. Work performed by the Contractor himself with his own employees; Premises-operations and products and completed operation.
- ii. Work performed by his Subcontractors; Contractors' Protective Liability ("sublet work" or "Independent Contractors") line. Use of subcontractors may be subject to provisions within the Specification regarding prior approval by the City.
- iii. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.
- iv. Coverage shall be extended to include protection against property damage caused by explosion (including blasting), and collapse of structures and damage to underground pipes and utilities; "XCU" line.
- v. Insurance certificates must name the City of Haverhill as an additional insured.

d. Owner's Protective Liability Insurance: The Contractor shall take out and furnish to the City of Haverhill as Owner and maintain during the life of this Contract complete Owner's Protective Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

e. Automobile liability insurance: The Contractor shall provide the following minimum liability limits for all owned, non-owned and hired autos: Combined single limit for Bodily Injury and Property Damage: \$1,000,000.00

f. General Requirements for All Lines of Insurance to be Furnished

- i. All policies shall be written so the City shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by Facsimile not later than 30 days prior to the effective date of such cancellation or amendments.
- ii. If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the City for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.
- iii. The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the City shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions.

g. Excess Umbrella Liability Insurance: The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City as an additional insured. Evidence of such excess liability shall be delivered to the City in the same form and manner as the required insurance policies.

Appendix A
IFB013.10
Plans & Specifications

Appendix A – 1	Teds for Tires – Intro-Work Summary Text-09-08-09
Appendix A – 2	Source Excavation Areas
Appendix A – 3	Final Teds-Remediation Specifications 090809

Appendix B
IFB013.10
Bid Pricing Sheet

Task	Description	Unit	Est. Volume	Unit Price	Total Cost
1. Mobilization and Demobilization	Task 1.1 - Task includes mobilization, installation and removal of temporary fencing, removal and replacement of wooden guardrail, procurement of applicable permits and licenses for the work, utility locates, stabilizing the on-site utility pole, obtaining required safety training, obtaining all insurances needed, site restoration, and demobilization during all remediation activities.	Lump Sum	1		\$ _____
2. Asphalt Removal and Replacement	Task 2.1 - Task includes all activities and equipment required to remove and replace the existing asphaltic surface and paint the parking lines to pre-existing conditions. Task also includes cost to dispose all removed asphaltic material.	Lump Sum	1		\$ _____
3. Installation and Removal of Sidewall Stabilization (Sheeting & Shoring)	Task 3.1 - Task includes all activities and equipment required to install and remove systems to stabilize excavation sidewalls abutting the right of way along Moulton Way and Granite Street and on the northeast portion of Excavation A (adjacent to TRC-103) as specified in the design drawing. Remaining excavation sidewalls may be banked and sloped according to OSHA criteria for Type C Soils.	Lump Sum	1		\$ _____
4. Excavation of Petroleum Contaminated Soil	Task 4.1 - Task includes all activities and equipment required to excavate subareas provided in the specifications and design drawing in coordination with the Engineer. Contractor will locate and mark existing utilities and excavate with caution to avoid underground obstructions. This task also includes all laboratory analysis required for asphaltic recycling facility acceptance. This task includes costs to conduct pre- and post-excavation surveys to determine pay quantity on materials excavated. There is no guarantee on the volume of soil to be excavated.	Cubic Yards	4,000 (in-place) Non-Binding Estimate	\$ _____	\$ _____
5. Setup & Operation of Dewatering System	Task 5.1 - Task includes all activities and equipment required to dewater excavations and convey fluid to fractionation tanks for LNAPL/groundwater separation. Task includes set-up and operation of the dewatering system and conveyance of dewatering fluids to fractionation tanks for separation of LNAPL during excavation and backfill activities.	Lump Sum	1		\$ _____
6. Off-Site Transport & Disposal of Dewatering Fluids	Task 6.1 - Task includes all activities and equipment required to convey fluids from fractionation tanks to tanker trucks for off-site transport and disposal of dewatering fluids at an industrial wastewater treatment facility. There is no guarantee on the quantity of dewatering fluids transported off-site for disposal.	Gallons	100,000 Non-Binding Estimate	\$ _____	\$ _____
	Task 6.2 - Task includes all activities and equipment required to the separate LNAPL and convey separated LNAPL to containers approved for such storage, and off-site disposal of LNAPL. There is no guarantee on the quantity of LNAPL transported off-site for disposal.	Gallons	5,000 Non-Binding Estimate	\$ _____	\$ _____

**Appendix B
IFB004.10
Bid Pricing Sheet**

Task	Description	Unit	Est. Volume	Unit Price	Total Cost
7. Soil Segregation & Disposal	Task 7.1 - Task includes the segregation of petroleum contaminated soils from clean fill at the direction of Engineer, and transport to an asphaltic recycling for disposal. The quantity for soil segregation will be determined through pre- and post-excavation surveys included in Task 4. There is no guarantee on the volume of soil to be segregated.	Cubic Yards	4,000 (in-place) Non-Binding Estimate	\$ _____	\$ _____
	Task 7.2 - Task includes offsite transport and disposal of petroleum contaminated soils, including all tipping and disposal fees associated disposal at the asphaltic recycling facility. There is no guarantee on the tonnage of soil to be disposed. Pay quantities for disposal will be based on actual weight tickets.	Tons	3,000 Non-Binding Estimate	\$ _____	\$ _____
8. Backfill of Excavation Areas	Task 8.1 - Task includes all activities, equipment, geotechnical and laboratory analysis, and aggregate required to backfill and compact excavation areas and conduct analytical and subsequent proctor and compaction testing on the fill material procured by the Contractor, which will be suitable for the building foundation of a six-story parking garage. There is no guarantee on actual quantity of clean backfill.	Cubic Yards	4,000 (in-place) Non-Binding Estimate	\$ _____	\$ _____
	Task 8.2 - Task includes transport and material costs and all fees of embankment materials required to backfill and compact excavated areas to pre-existing grade. Pay quantities for embankment materials will be based on actual weight tickets.	Tons	4,800 Non-Binding Estimate	\$ _____	\$ _____
	Total Bid				\$ _____

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Appendix C
IFB013.10
Certifications

I. CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Name of Business

II. TAX COMPLIANCE CERTIFICATION

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

Signature of individual submitting bid or proposal

Name of Business

Appendix D
IFB013.10
References

Provide a list of at least five (5) references complete with contact information, who can attest to the bidders applicable work experience within the last five (5) years.

Company	Contact	Address	Phone Number

Appendix E
IFB013.10
Massachusetts Prevailing Wages

The wage schedules for this IFB are attached.

Appendix F
IFB013.10
Statement of Experience

Bidder must provide a statement of bidder experience with the following project specific tasks:

- 1) Excavation, backfill, and compaction associated with structural foundations coupled with environmental remediation:

- 2) Excavation in areas of active above and below ground utilities:

- 3) Segregation of un-impacted excavated material from petroleum contaminated material;

- 4) Stabilization of excavation sidewalls adjacent to active right of ways by sheeting and shoring methods;

- 5) Soil and groundwater remediation projects;

- 6) Dewatering, transport, and disposal of petroleum contaminated groundwater to an approved wastewater treatment facility;

- 7) Transport and disposal of contaminated soil;

- 8) Work in urban areas among high density vehicular and pedestrian traffic;

- 9) List and describe applicable experience with EPA-funded Brownfields Cleanup projects.

- 10) Provide statement of experience with the City of Haverhill or other municipalities.

Appendix G
IFB013.10
Proposed Subcontractors & Mobilization Site

Proposed Subcontractors

Subcontract	Scope of Work	Address	Contact	Phone

Mobilization Locations

Name	Prime / Subcontractor	Location

**Appendix H
IFB013.10
Questionnaire**

Bidder must provide answers to the following questions. If answer is yes to any, provide a brief explanation.

Item	Yes	No	Comments
Has the bidder failed to complete work award to them?			
Has the bidder defaulted on a contract?			
Has any obligee or any other party ever made a claim on a bond provided by your company?			
Has your company ever been refused a request for a bond and if so why?			

**Appendix I
IFB013.10
Critical Path Schedule**

Task	City's Estimated Timeline		Bidders Committed Timeline	
	Start	Completion	Start	Completion
Task 1: Mobilization And Demobilization	10/19/09	11/25/09		
Task 2: Asphalt Removal And Replacement	10/21/09	10/23/09 ⁽¹⁾		
Task 3: Installation and Removal Of Sidewall Stabilization (Sheeting & Shoring)	10/21/09	10/28/09 ⁽²⁾		
Task 4: Excavation Of Petroleum Contaminated Areas	10/29/09	11/13/09		
Task 5: Setup And Operation Of Dewatering System	10/21/09	11/18/09		
Task 6: Off-Site Transport And Disposal Of Dewatering Fluids	10/29/09	11/18/09		
Task 7: Soil Segregation And Disposal	10/29/09	11/13/09		
Task 8: Backfill Of Excavation Areas	11/2/09	11/18/09		
Final Completion Date		11/25/09		11/25/09

1. Completion date for Asphalt Removal is 10/23/09. Completion date for Asphalt Replacement is 11/24/09.
2. Completion date for Sidewall Stabilization Installation is 10/28/09. Completion date for Sidewall Stabilization Removal is 11/23/09.

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____



CITY OF HAVERHILL
ARTICLES OF AGREEMENT

Remediation of 57 Granite Street
IFB004.10

(For information only. This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____, 2009 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and _____ a corporation duly organized and existing under the laws of the Commonwealth/State of _____ or as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ADDRESS:

TELEPHONE AND FACSIMILE NUMBER:

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on within thirty days of date of order.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver materials, supplies or equipment to Haverhill, MA (delivery point) all in accordance with the bid documents of _____, 2009 (bid opening date).

CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid.

- A. Upon substantial completion of the work required by a contract, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.
- B. Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage on that work, including the quantity, price and all but one per cent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts, but no contract shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.
- C. Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by

certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

- D. Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.
- E. The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.
- F. No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.
- G. Substantial completion shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.
- H. Within fifteen days after receipt from the contractor of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same, 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. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

- I. The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.
- J. 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 sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.
- K. A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall be conclusive.
- L. Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority.
- M. 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.
- N. 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.
- O. 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. If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

- P. Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- Q. 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.
- R. 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.
- S. 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.
- (a) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).
- (b) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.
- (c) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.
- (d) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the

petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

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

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. LIQUIDATED DAMAGES: If the CONTRACTOR fails to achieve Final Completion of Wednesday, November 25, 2009, it shall be liable to pay the City \$3,000 per day, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the City's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The City may elect to withhold said amount from periodic or final payments due to the CONTRACTOR, in addition to retainerage and other backcharges.

ARTICLE VIII. INTERPRETATIONS AND APPROVALS: Every contract which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE IX. CHANGE ORDERS AND ADJUSTMENTS:

(Reference: M.G.L. c. 30, §39N). The Contractor shall perform all the Work required by this Contract in conformity with the Drawings and Specifications contained herein. No willful and substantial deviation from said Drawings and Specifications shall be made unless authorized in writing by the Engineer and the City. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Drawings or Specifications may be authorized by a written order of the City. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the City stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the City and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the City.

(Reference: M.G.L. c. 30, §39N). 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.

(Reference: M.G.L. c. 30, §390). Every contract shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

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

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.

ARTICLE X. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supercede these Articles.

ARTICLE XI. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE XII. PERFORMANCE AND PAYMENT BONDS: The Contractor must furnish the City a Performance Bond and a Payment Bond for fifty (50) percent of the full amount of the guaranteed maximum price.

ARTICLE XIII. FOREIGN CORPORATIONS: (Reference: M.G.L. Ch. 30, Section 39L). CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the City a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE XIV. FINANCIAL REPORTING: (Reference: M.G.L. Ch. 30, Section 39R). The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports.

ARTICLE XV. TAX COMPLIANCE: (Reference: M.G.L. Ch. 62C, Section 49A). The CONTRACTOR must certify in writing that they complied with all state laws relating to taxes, reporting of employees and contractors and child support.

ARTICLE XVI. EMPLOYMENT: (Reference: M.G.L. Ch. 149, Sections 26-37). The CONTRACTOR must comply to the provisions relating to wages and employment conditions including, but not limited to, the payment of prevailing wages rates as set by the Department of Labor and Workforce Development, and workers' compensation coverage.

ARTICLE XVII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or

retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XVIII. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr., Esq.
City Solicitor

By: _____
James J. Fiorentini, Esq.
Mayor

Witness

Robert DeFusco
Purchasing Director

FOR THE CONTRACTOR:

By: _____

X
X

Corporate Secretary:

Certified as to Availability of Funding:

Charles Benevento, Director of Finance & City Auditor