INVITATION FOR BID

PROJECT MANUAL

TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION SPECIFICATIONS FOR THE

West Barnstable Community Building
2377 Meetinghouse Way
West Barnstable, MA

Interior Electrical Upgrades Project

DATE ISSUED: May 21, 2009

BID DUE DATE – 6/19/09, 2 PM
BID SITE VISIT – 6/11/09, 9:30 AM AT PROJECT SITE
KEY CONTACT: Johanna Boucher, Purchasing Agent (508) 862-4741

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Barnstable Bid & RFP System (www.town.barnstable.ma.us) for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.
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SPECIFICATIONS/
EXHIBIT A Specifications, 37

Under separate cover:

DRAWINGS: E-2

REQUIRED PAYROLL FORM
DAVID BACON PROJECT SITE POSTER

Davis Bacon Wage Rates attached apply to this contract.
SECTION 1
TOWN OF BARNSTABLE
INVITATION FOR BID
West Barnstable Community Building
Interior Electrical Upgrades Project

The Purchasing Agent of the Town of Barnstable, on behalf of the Department of Public Works, is requesting bids for the following:

“PROJECT TITLE: West Barnstable Community Building Interior Electrical Upgrades Project”

Sealed bids will be received at the Town of Barnstable, School Administration Building, Attn: Johanna Boucher, Purchasing Agent, 230 South Street, 3rd Floor, Hyannis, MA 02601 until 2:00 p.m. on June 19, 2009. (Tel. 508-862-4741, Fax 508-862-4717)

The work to be performed under this contract includes disabling and removal of old and installation of new electrical system on the main floor of a 1902 historic structure. The contractor shall furnish all materials (with the exception of the light fixtures), tools, and labor to complete project in accordance with specifications.

Bid specifications may be obtained on the Town of Barnstable Website, Bid & RFP System at www.town.barnstable.ma.us immediately. All bidders must register on the Bid & RFP System to receive documents. Full size drawings are available in the office of the Purchasing Agent.

Bids shall be in a sealed envelope bearing the words “Town of Barnstable – W. Barnstable Community Building Electrical Upgrades Project”. The public bid opening will be held at the Town of Barnstable, School Administration Building, Basement Conference Room, 230 South St., Hyannis, MA on June 19, 2009, 2:00 pm. To receive consideration, proposals shall be submitted no later than the above date and time for the opening.

The successful bidder will be required to furnish a payment bond and performance bond each in the amount of one hundred (100%) percent of the contract amount.

To receive consideration, proposals shall be submitted on the appropriate forms no later than the above date and time schedule for the opening. Proposals must be accompanied by a bid security in the amount of five (5%) percent of the bid price in the form of a bid bond or certified, treasurer’s or cashier’s check issued by a responsible bank or trust company. If, upon acceptance of the bid, a Bidder fails to enter into a Contract with the Town of Barnstable, the bid security shall be forfeited to and become the property of the Town.

There will be a pre-response site visit at the project site on June 11, 2009 at 9:30 am at the project site, West Barnstable Community Building, 2377 Meetinghouse Way, West Barnstable, MA. All questions regarding the project should be submitted through the Purchasing Agent via email at johanna.boucher@town.barnstable.ma.us.

Davis Bacon Wage Requirements - Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Barnstable. Minimum Wage Rates as determined by the Davis Bacon and Related Acts (DBRA). Davis Bacon Wage Rates decision number MA20070001 dated 4/10/09 MA1 shall be provided in the bid specification and are applicable to this project. The Wage Decision and Davis Bacon Poster must be posted at the job site.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 149, and all other applicable Massachusetts General Laws.

All bidders shall be required to provide Certification of Occupational Safety and Health Administration (OSHA) Training in accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06.
Bidders are not to include in their Bid Proposal sales and compensating use taxes on materials and supplies purchased for this project. All materials used are tax exempt.

A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time period of the payment request have been submitted. The Contractor shall not discriminate with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap or age.

The Town of Barnstable reserves the right to reject any or all proposals or to accept any proposal that appears to be in the best interest of the Town.

END OF SECTION
SECTION 2
INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS
   A. The Notice to Bidders, Instructions to Bidders, General Conditions, Special Conditions, Contract Agreement, Performance Bonds, Labor and Materials Payment Bonds, Labor Rates, Itemized Proposal, and Application and Certification for Payment and all other documents in these Project Specifications and Drawings referenced in the Agreement, as well as any addenda issued prior to receipt of bids, compose the Contract Documents.
   B. Copies of these bid documents and all applicable attachments are available on the Town of Barnstable website on the Bid & RFP System at www.town.barnstable.ma.us. Full size drawings may be obtained without deposit from the Town of Barnstable, Procurement & Risk Management, Attention: Johanna Boucher, 230 South Street, 3rd Floor, Hyannis, MA 02601, (508) 862-4741. All questions regarding this invitation should be addressed to Johanna Boucher email address johanna.boucher@town.barnstable.ma.us. If requesting that the drawings be shipped to you, please e-mail request and provide the name, address, contact person, phone, fax and e-mail address of the requesting firm, as well as a Federal Express account number to cover the shipping costs.

2. BID FORMS
   A. All bids must be submitted on the forms bound herein. All blank spaces in the proposal form shall be properly completed in ink and all erasures and corrections initialed by the contractor.
   B. All bids must be submitted to the above address in a sealed envelope containing the bid, properly marked “Town of Barnstable, W. Barnstable Community Building Electrical Upgrades Project”. It is the responsibility of the bidder to insure that bids are delivered to the specified location prior to the time and date designated.
   C. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, except as limited under the General Laws, Chapters 30 and 149, applicable sections, as amended to date.
   D. Any bid received after the time and date designated will not be considered.

3. BID SECURITY
   A. Bid Security in the amount of FIVE PERCENT (5%) of the bid dollars (this includes all alternates, if any included in this bid) shall accompany each bid submittal. At the option of the Bidder, the security may be a bid bond issued by a surety authorized to do business in the Commonwealth, certified check, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Barnstable. Personal checks and cash will not be accepted.
   B. The bid security shall secure the execution of the Contract and the furnishing of a performance and payment bond by a successful bidder.
   C. Should any bidder to whom an award is made fail to enter into a Contract therefor within five (5) days, Saturdays, Sundays, and legal holidays excluded, after notice of award has been mailed to him or fail within such time to furnish a Payment Bond as required, the amount so received from such bidder through their bond, certified check, treasurer's or cashier's check as bid deposit shall become the property of the Town of Barnstable, as liquidated damages; provided that the amount of the bid deposit which becomes the
property of the Town of Barnstable shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and that provided further that in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the bidder, their deposit shall be returned to them.

D. Bid deposits of the three lowest responsible and eligible bidders will be held by the Awarding Authority during the time stipulated for the execution of the contracts and the submission of the performance bonds, and may be disposed of in such a manner as will accomplish the purpose for which they are submitted. After expiration of such period, bid guarantees not disposed, or the amounts thereof, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded.

4. DEFINITIONS

A. All definitions set forth in the General Conditions are applicable to all bidding documents, which include the Advertisement, Instructions to Bidders, Addenda issued prior to receipt of general bids.

B. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents upon execution of the Agreement.

5. BIDDER’S REPRESENTATION

A. Each bidder, in submitting their proposal, represents that they have read and understood the bidding documents.

B. Each bidder represents that they have visited the site, familiarized themselves with the local conditions under which the work is to be performed, compared the site with the drawings and specifications, satisfied themselves of the conditions of delivery, handling and storage of materials, and all other matters that may be incidental to the work, including subsurface conditions before submitting their proposal.

C. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents, including any addenda issued thereto.

D. Submission of a proposal will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful bidder by reason of any error or omission on his part, due to his neglect in complying with the requirements of this article, except with respect to conflicts with the General Laws.

6. EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the bidding documents carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make a written request to the Purchasing Agent for interpretation or correction of any ambiguity, inconsistency or error therein which they may discover. Any interpretation or correction will be issued as an addendum by the Purchasing Agent. Only interpretations or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

7. ADDENDA

A. Prior to the receipt of the bids, addenda will be forwarded to each person or firm recorded by the Procurement & Risk Management as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.
B. Addenda issued during the time of bidding shall be listed on proposal forms in the space provided. Failure of a bidder to receive any addendum shall not release the bidder from any obligations under their bid, provided said addendum was sent by email, telegram, by U.S. mail, or successful facsimile to the address furnished by the bidder for transmittal of mail. Telegraphic addenda will be confirmed by U.S. mail.

8. REJECTION OF PROPOSALS

The bidder acknowledges the right of the Town of Barnstable to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Town of Barnstable to reject a bid if the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

9. QUALIFICATIONS OF BIDDER

A. Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule, on forms to be provided by the Town of Barnstable. Financial statements shall reflect true financial conditions of bidder within three months prior to date of bid opening and shall be validated by a Certified Public Accountant.

B. A bidder, in order to be eligible for the contract, must be able to show their financial ability to carry on the work until the project is complete and accepted by the Town of Barnstable.

10. PAYMENT & PERFORMANCE BOND

A. Within five (5) days after the date of Notice of Award of Contract, Saturdays, Sundays and legal holidays excluded, the bidder to whom the award is made shall furnish a performance bond and labor and materials bond, each equal to the full amount of the contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Barnstable.

B. The performance bond shall guarantee the satisfactory completion of the project and that the contractor will make good any faults or defects in their work which may develop during the period of said guarantee as a result of improper or defective workmanship, material or apparatus. The full performance bond shall remain in effect until final payment is received by the Contractor.

The payment bond shall guarantee that the contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and materials for, or on account of the work included herein. Payment bonds will be in effect until such time as the contractor furnishes proof that payment in full has been made for all materials used on the contract work. The bonds shall be paid for by the contractor. The Town of Barnstable shall have the right to demand proof that parties signing the bonds are duly authorized to do so.

C. Every such bond shall have a power of attorney attached thereto, authorizing the Town of Barnstable to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.

D. Separate Performance Bond and Payment Bond forms shall be provided with Notice of Acceptance.

11. SUBSTITUTIONS
A. The Bid shall be based on using the materials or products as specified and provided. Where several materials are specified by name for one use, any of those so specified may be supplied.

B. Whenever the specified products or class of materials is specified exclusively by trade name, by manufacturer’s name or by catalog reference, only such items shall be used, unless the Town’s written approval for substitution is secured in accordance with the Conditions of the Contract.

12. WORK TIME LIMITS

A. Contractor shall furnish a proposed work schedule, in writing, with their bid. A final work schedule shall be submitted at the time of delivery of the properly executed contract and contract bonds to the Awarding Authority, allowing for completion of the contract work prior to the date specified below and appearing on the Contract Form.

Thereupon the Town of Barnstable will review the completed documents and proposed schedule, ask for revisions or corrections, or issue a "NOTICE TO PROCEED" indicating its agreement with final contract terms.

B. The completion date for the work to be performed under this contract is September 30, 2009 or sooner. Construction may begin immediately up receipt of notice to proceed.

13. TAX EXEMPTION

The project is exempt from payment of Massachusetts sales tax to the extent permitted by MGL c.64H, Subsection 6F. Exemption Certificate E-046-001-079 shall be used in lieu thereof.

14. ACCEPTANCE OF PROPOSALS

Within thirty (30) days after the opening of the proposals the Town of Barnstable will act upon them. The acceptance of a proposal will be a Notice of Acceptance in writing signed by a duly authorized representative of the Town of Barnstable and accompanied by Contract and Payment Bond forms. No other act of the Town of Barnstable shall constitute the acceptance of a proposal. The acceptance of the proposal shall bind the successful bidder to the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

15. TIME FOR EXECUTING CONTRACT AND PROVIDED CONTRACT BOND

A. Any contractor whose proposal shall be accepted will be required to execute the contract and furnish contract bonds within five (5) days, Saturdays, Sundays and legal holidays excluded after the notice that the contract has been awarded to them.

16. PAYMENT OF EMPLOYEES

A. For work done in the Town of Barnstable, the payment for employees of the contractor and any or all sub-contractors and suppliers shall comply with the wage scale current at the commencement of construction, as published by the Department of Labor and Industries, under provisions of the Massachusetts General Laws. The contractor and each of his sub-contractors and suppliers shall pay each of their employees engaged in work on the project under the contract in full, less deductions made mandatory by law, and not less often than once a week. All forms required by local authorities, the Commonwealth of Massachusetts, and the United States Government, shall be properly submitted. No payments will be made on any application for payment until all required payroll and Affirmative Action/Equal Opportunity information for the period covered by the application has been submitted to the Town.
B. A copy of applicable wage rate schedules is attached and forms part of the contract documents.

17. WITHDRAWAL OF PROPOSALS

A. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefor.

B. After the scheduled time for receipt of proposals and before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days. Negligence on the part of the bidder in preparing his bid confers no rights for the withdrawal of the proposal after it has been opened.

END OF SECTION
SECTION 3

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

A. The Contract Documents consist of the Agreement, the General Conditions, Special and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Town. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

B. The Contract Documents shall be signed in not less than triplicate by the Town of Barnstable and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2. TOWN OF BARNSTABLE

A. The Town of Barnstable will provide general administration of the Contract.

B. The Town of Barnstable shall at all times have access to the Work wherever it is in preparation and progress.

C. The Town of Barnstable will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Town of Barnstable, they will endeavor to guard against defects and deficiencies in the Work of the Contractor. The Town of Barnstable will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town of Barnstable will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with Contract Documents.

D. Based on such observations and the Contractor's Application for Payment, the Town of Barnstable will determine the amounts owed to the Contractor and will issue Certificates for Payment in accordance with Paragraph 8.

E. The Town of Barnstable will be, in the first instance, the interpreter of the requirements of the Contract Documents.

F. The Town of Barnstable will have authority to reject Work that does not conform to the Contract Documents.

G. The Town of Barnstable’s Representative for this project and Project Manager will be: James Amara, Foreman, Structures & Grounds for the Town of Barnstable (or his designee). Once the project contract is signed, all project questions, shop drawings, samples, requirements, invoices and certified payrolls for approvals shall be directed to:

   Town of Barnstable
   Attn: James Amara
3. **CONTRACTOR**

A. The Contractor shall perform, supervise, and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all construction and installation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

B. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

C. The Contractor warrants to the Town of Barnstable that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.

D. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, orders of any public authority bearing on the performance of Work, and shall notify the Town of Barnstable if the Drawings and Specifications are at variance therewith.

E. The Contractor shall be responsible for the acts and omissions of all their employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

F. The Contractor shall review, stamp with their approval and submit all samples and shop drawings as required and as directed for approval of the Town of Barnstable for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings. Shop drawings must be received by the Project Manager at least 4 days before Contractor needs them returned with approval. When Contractor needs plant material approved on site or at nursery, Contractor must give Project Manager at least 4 days notice to allow for sufficient time for Project Manager to approve the material.

G. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the Work they shall remove all their waste materials and rubbish from and about the Project as well as their tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. At the end of each workday, the Contractor will be responsible to secure the building openings being worked on in a manner satisfactory to the Project Manager, James Amara (508) 790-6320.

H. The contractor shall indemnify and hold harmless the Town and the Town of Barnstable and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town of Barnstable or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for
Contractor of any Subcontractor under Workmen's Compensation acts, disability benefits acts or other employee benefits acts.

I. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Town of Barnstable at once.

J. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

H. The Contractor shall assure that all workers performing work under this contract have obtained certification for Occupational Safety and Health Administration (SHA) training in accordance with Massachusetts General Law 30, Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06.

4. SUBCONTRACTS

A. A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site.

B. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town of Barnstable in writing, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Town of Barnstable may have a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

5. SEPARATE CONTRACTS

The Town of Barnstable has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate with any such other contractors.

6. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Town of Barnstable harmless from loss on account thereof.

7. TIME

A. All time limits stated in the Contract Documents are of the essence of the Contract.

B. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, or other Acts of God beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Town of Barnstable may determine.

8. PAYMENTS

A. Payments shall be made as provided under Special Conditions, Section 4.0.

B. Payments may be withheld on account of 1) defective work not remedied, 2) claims filed, 3) failure of the Contractor to make payments properly to the Subcontractors or for labor, materials, or equipment, 4) damage to another contractor, 5) nonsubmission of required
payroll and workforce documents, or 6) unsatisfactory prosecution of the Work by the Contractor.

C. Final payments shall not be due until the Contractor has delivered to the Town of Barnstable a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Town of Barnstable indemnifying him against any lien.

D. The making of final payments shall constitute a waiver of all claims by the Town of Barnstable except those arising from 1) unsettled liens, 2) faulty or defective Work appearing after Substantial Completion, 3) failure of the Work to comply with the requirements of the Contract Documents, or 4) terms of any special guarantee required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

9. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the Work and other persons who may be affected thereby 2) all the Work and all the materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Town of Barnstable or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

10. CONTRACTOR’S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect them from claims under workmen’s compensation acts and other employee benefit acts, for claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor’s operations under this Contract, whether such operations be by themselves or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor’s obligations under Paragraph 4-3. Certification of such insurance shall be filed with the Town of Barnstable, to the attention of Risk Management, 230 South Street, Hyannis, MA 02601.

11. TOWN OF BARNSTABLE’S LIABILITY INSURANCE

The Town of Barnstable shall be responsible for purchasing and maintaining their own liability insurance and, at their option, may maintain such insurance as will protect them against claims which may arise from operations under this Contract.

12. CHANGES IN THE WORK

A. The Town of Barnstable without invalidating the Contract may order Changes in the Work Consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town of Barnstable or their duly authorized agent.
B. The Contract Sum and the Contract Time may be changed only by Change Order.
C. The cost or credit to the Town of Barnstable from a Change in the Work shall be determined by mutual agreement.

13. CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Document. The provisions of this Paragraph apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

14. NON-DISCRIMINATION

All unions, vendors, and contractors which the Town of Barnstable deals with are notified that the Town of Barnstable is an equal employment opportunity employer and that the Town of Barnstable requires the utilization of employees, and referral of potential employees without regard to race, color, national origin, sex, handicap or age. All entities with contractual agreements with the Town of Barnstable are informed of the Town of Barnstable's policy and are required to initiate a program of non-discrimination.

15. WAGE RATES

Full compliance with applicable Federal, State and Municipal Wage Laws is required on all work done for the Town of Barnstable. Prevailing Wage Rates sheets issued for this specific project for the Town of Barnstable attached hereto applies to this requirement.

16. AFFIRMATIVE ACTION PROGRAM

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Affirmative Action guidelines attached, which form a part of this contract, if applicable based on dollar threshold.

17. FORCE MAJEURE

The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled “Termination of Contract”.

18. TERMINATION OF CONTRACT

Subject to the provisions explaining Force Majeure, if the Contactor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Contractor, then the Owner shall thereupon have the right to terminate this agreement by giving
written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

19.  Department of Housing and Urban Development Regulations Requirements

1.  General Compliance
   The Subrecipient agrees to comply with Part 570, the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including but not limited to applicable Uniform Administration Requirements described in 24 CFR 570.502 and other program requirements described in subpart K of the regulations. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2.  Grantor Recognition
   The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided by HUD within all publications and advertisements. The Subrecipient will state that activities are made possible with funds made available under this contract.

END OF SECTION
SECTION 4
SPECIAL CONDITIONS

1. MEASUREMENT AND PAYMENT

A. Method of Payment to Contractor

1. The Contractor shall make monthly estimates of the materials complete in place and the amount of work performed in accordance with the Contract.

2. The estimates will be itemized on the sheets provided for review and approval by the Town and submitted prior to the twentieth of each month during the construction period. Each estimate will show the total value of the work done to date, the total money due the Contractor since the previous estimate and the money paid the Contractor to date. This estimate will be considered approximate only and shall be subject to correction on subsequent estimates.

3. Five (5%) percent of all payments due the Contractor for work done and materials furnished will be withheld until final completion of the work under the provisions of G.L. Ch. 30, Section 39G.

4. The acceptance by the Contractor of the final payment, including the retainage of five (5%) percent, shall operate as a release to the Town of all claims and all liabilities to the Contractor for all work done or materials furnished in connection with the Contract, not including replacements of plant material or defects in work that arise over the one year maintenance period. Final payment shall be as provided in G.L. 30, Section 39G.

5. The payment to the Contractor of said final payment does not, however, release them or their sureties from any obligation under this Contract.

6. Payments contingent on verification and compliance with the Davis/Bacon Act as indicated in 29 CFR Part 5. Payments to be made upon completion of each activity and certification of work completed by the project manager and certification of the wage rates by the CDBG Program Coordinator.

When submitting invoices for payment, provide an original invoice that includes the following items: invoice date; date(s) work was completed/materials delivered; name, address, and telephone number of vendor to receive payment; itemized description of work completed/items delivered. Signed Certified Weekly Payrolls must be submitted to the CDBG Coordinator Weekly for approval.

B. Town’s Right to Withhold Payments

1. The Town may withhold from the Contractor so much of any approved payment due them as may in the judgment of the Town be necessary:

A. To assure payments of just claims then due and unpaid of any persons supplying labor or materials for the work:

B. To protect the Town from loss due to defective work not remedied; or

C. To protect the Town from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by acts or neglect of the Contractor or their sub-contractors.
2. The Town shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection.

3. No payments shall be made to the Contractor by the Town until all payroll and workforce records for the period of the application have been submitted to the Town.

2. PARTIAL AWARD

A. The Town of Barnstable reserves the right to award all or part of the Contract item stated in the specification or to reduce the amount of work under any item by agreement with the lowest eligible bidder.

3. INSURANCE

Indemnification - Contractor will indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees to any property of or under the control of the Town of Barnstable during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable. However, should the claim be due to the negligence of the Town of Barnstable and/or its employees, Contractor shall be held harmless.

General Insurance - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall indemnify and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker’s Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Engineering Division.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor’s policy renewal, updated insurance certificates shall be sent to the Town of Barnstable.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.
All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars ($1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars ($2,000,000.00); and a Products/Completed Operations (as may be required) Aggregate limit no less that Two Million Dollars ($2,000,000.00) for all injury and damages to or destruction of property during the policy period.

Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars ($1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

Workers’ Compensation Insurance

The Contractor shall carry Workers’ Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer’s Liability as per Massachusetts General Law requirements.

Excess Liability Insurance

The Contractor shall carry excess liability insurance of not less than One Million Dollars ($1,000,000.00) covering over general liability, automobile, and worker’s compensation insurance.

Other Liability (as may be necessary)

The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor’s insurance shall be primary insurance to all insurance carried by Owner.

4. JOBSITE INTERVIEWS

DBRA requires the Town to interview all workers on the jobsite. Contractors will be required to notify the Growth Management Department in advance of work dates and allow participation in the interviews. Interviews are short and require identification, interviewee signature; typical length of time needed to conduct the interviews is 5 minutes per employee.

END OF SECTION
SECTION 5

PROPOSAL SUBMITTAL REQUIREMENTS

The following pages in Section 5 must be filled out in their entirety by the Bidder and submitted with the bid. Additionally 5% bid deposit is required with your bid submittal in the form of a bid bond, bank or certified check.

- Form for General Bid Page 20
- State Tax Certification Clause Page 21
- Certificate of Non-Collusion Page 21
- OSHA Certification Page 23
- Reference Sheet Page 24

*****************************************************************************

Note: 100% Payment and Performance Bond required with the signed contract.
FORM FOR GENERAL BID

To: Town of Barnstable, Awarding Authority

From: ___________________________________

A. Base Bid: The undersigned proposes to furnish all labor and materials required for the W. Barnstable Community Building Electrical Upgrades Project, Town of Barnstable, Massachusetts, in accordance with the accompanying plans and specifications prepared by the Town of Barnstable as specified below for the lump sum price of:

$________________

B. This bid includes addenda numbered _____________________.

C. The undersigned agrees that, if he is selected as general contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this sub-bid and furnish a performance bond and also a labor and materials payments bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

D. 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 of the Massachusetts General Laws.

E. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made in good faith without collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Date: ____________________________________

Name of Bidding Concern: ____________________________________

By: __________________________________________

(Authorized Signature) (Print Name & Title of Person Signing Bid)

(Business Address)

(City and State)

Telephone_______________________________ fax_______________________________

e-mail address_____________________________
TOWN OF BARNSTABLE

CERTIFICATE OF NON-COLLUSION

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

FIRM ___________________________ SIGNATURE ________________________
ADDRESS________________________ NAME (print)________________________
_________________________________ TITLE _____________________________
TELEPHONE ______________________ DATE ____________________________

STATE TAX CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.

* Signature of Individual or Corporate Name (Mandatory)

By: __________________________ Corporate Officer (Mandatory, if applicable)

**Social Security No. (Voluntary)
or Federal Identification No.

* Approval of a contract or other agreement will not be granted unless this certification clause, if signed,

**Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or agreement issued, reviewed, or extended. This request is made under the authority of Mass. G.L. 62C, S.49A.
As of July 1, 2006, the Town of Barnstable will comply with the amended MGL chapter 30 section 39s “Contracts for Construction: Requirements” as follows.

The Town of Barnstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10 hour OSHA safety training course prior to working on the Town’s worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Barnstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee who’s name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2006 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.
CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than $10,000, the Contractor hereby certifies to the following:

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

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: ___________________________________________________

Authorized Signature: __________________________________________

Print Name: __________________________________________________

Title: ________________________________________________________

Date: _________________________________________________________

Telephone: ______________________ Fax: ___________________________
REFERENCES

Bidders must provide a list of at least 5 references to which similar projects have been completed, along with a name of a contact person and phone numbers. (municipalities desired, if applicable)

1. Town: ___________________________ Project Date: __________________
   Contact: ______________________ Phone: __________________
   Project Value and Description: ____________________________________________________________
   ______________________________________________________________________________________

2. Town: ___________________________ Project Date: __________________
   Contact: ______________________ Phone: __________________
   Project Value and Description: ____________________________________________________________
   ______________________________________________________________________________________

3. Town: ___________________________ Project Date: __________________
   Contact: ______________________ Phone: __________________
   Project Value and Description: ____________________________________________________________
   ______________________________________________________________________________________

4. Town: ___________________________ Project Date: __________________
   Contact: ______________________ Phone: __________________
   Project Value and Description: ____________________________________________________________
   ______________________________________________________________________________________

5. Town: ___________________________ Project Date: __________________
   Contact: ______________________ Phone: __________________
   Project Value and Description: ____________________________________________________________
   ______________________________________________________________________________________
Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit bids in response to this Invitation for Bid. For the purposes of this bid, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor’s proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this bid.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of (his) Sub-Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

A. The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)

The contractor by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her ability.
SECTION 7

DAVIS BACON WAGE RATES

Prevailing wages apply to this project.

ATTACHED
WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law Chapter 149, § 27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form had been provided (Form CC-10) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentices identification card must be attached to the payroll report. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

<table>
<thead>
<tr>
<th>STATEMENT OF COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________ , 20___</td>
</tr>
<tr>
<td>I, ______________________ , ________________________________</td>
</tr>
<tr>
<td>do hereby state:</td>
</tr>
<tr>
<td>That I pay or supervise payment of the persons employed by</td>
</tr>
<tr>
<td>________________________________ on the ________________________________</td>
</tr>
<tr>
<td>and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.</td>
</tr>
<tr>
<td>Signature ________________________________</td>
</tr>
<tr>
<td>Title ________________________________</td>
</tr>
</tbody>
</table>

DEPARTMENT OF OCCUPATIONAL SAFETY, 100 CAMBRIDGE ST., 11TH FLR BOSTON, MA 02202

Note: OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.
SECTION 8

TOWN OF BARNSTABLE, MASSACHUSETTS
AGREEMENT BETWEEN CONTRACTOR AND TOWN OF BARNSTABLE

THIS AGREEMENT, made this __________ day of ______ 2009 by and between the TOWN OF BARNSTABLE, Massachusetts, hereinafter called Town of Barnstable, and ______________________ with legal address and principal place of business at __________________________________ hereinafter called Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN OF BARNSTABLE, the CONTRACTOR hereby agrees with the TOWN OF BARNSTABLE to commence and complete the West Barnstable Community Building Electrical Upgrades Project, hereinafter called the Project, for the consideration set forth in the Proposal and all extra work in connection therewith, under the terms as stated in the General and Supplemental General Conditions of the Contract; and at their own proper cost and expense to furnish all the materials (except Owner supplied lighting fixtures), supplies, machinery, equipment, tools, superintending, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices stated in the Proposal dated ____ and the Construction Specifications/Invitation for bid dated DATE, all of which are made a part hereof and collectively evidence and constitute the Contract.

Work Schedule - Work shall be completed by September 30, 2009 or sooner. Construction may begin upon Notice to Proceed.

Contract Value - $______________

Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled “Termination of Contract”.

Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid, Section 4, Special Conditions for the entire duration of the project work to be performed, and provide a certificate of insurance with the Town of Barnstable named as an additional insured. Renewal certificates of insurance must be submitted to the Town of Barnstable, Risk Management, 230 South St., Hyannis, MA 02601 on a yearly basis.

Governing Law – This contract is governed by the laws of the Commonwealth of the State of Massachusetts.

Massachusetts General Law Chapter 149 hereby applies to this contract. Davis Bacon Wages apply to this contract. The contractor shall submit weekly certified payrolls with invoices to Town of Barnstable, Attn: Kathleen Girouard, 367 Main Street, Hyannis, MA 02601. OSHA 10 certification required for all employees and subcontractors performing work on the job site. A one hundred (100%) payment and performance
bond is required with the signed contract.

THE TOWN OF BARNSTABLE agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 1 MEASUREMENT AND PAYMENT of the Special Conditions.

The total payment shall not exceed this contract amount of $__________, without the written authorization of the Town of Barnstable.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

Approved as to form:

By: __________________________

Ruth J. Weil, Town Attorney

______________________________

CONTRACTOR

By: __________________________

TOWN MANAGER

As required by Chapter 693 of the Acts of 1964, this is to certify that the Town of Barnstable, Massachusetts has an appropriation which is adequate to cover the cost of this contract.

By: __________________________

Mark Milne, Finance Director

The Certificate shall be signed by the auditor or accountant or other officer having similar duties of the Town of Barnstable, Massachusetts and the official title noted below the signature.
SECTION 9
PAYMENT BOND

KNOWN ALL MEN AND WOMEN BY THESE PRESENT, THAT __________

_________________________ as principal, and

_________________________ as surety, are held and firmly bound unto the Town

of Barnstable, Hyannis, Massachusetts in the sum of:

____________________________________

lawful money of the United State of America, to be paid to the Town of Barnstable, Hyannis,
Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Hyannis, Massachusetts,
-bearing the date of _____ of ____________, 2009,
for the construction project

_________________________________________________________________

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished
and for all materials used or employed in said contract and in any and all duly authorized modifications,
alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to
the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived,
the foregoing to include any other purpose or items set out in, and subject to, the provisions of
Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then
this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS THEREOF, we hereunto set our hands and seals this

_____ day of __________________________ , 2009.

(Seal)

By: ______________________________

By: ______________________________
KNOW ALL MEN AND WOMEN BY THESE PRESENT, THAT

________________________________________________________ as principal, and __________________________
as surety, are held and firmly bound unto the Town of Barnstable, Hyannis, Massachusetts, in the sum of
$____________ lawful money of the United States of America, to be paid to the Town of Barnstable,
Hyannis, Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective
heirs, executors, administrators, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Hyannis, Massachusetts, bearing the date
of _______________, 2009, for the construction of Project

_______________________________________________

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the
undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and
performed during the original term of said contract any extensions thereof that may be granted by the Town
of Barnstable, Hyannis, Massachusetts, with or without notice to the surety, and during the life of any
guarantee required under the contract; and shall also well and truly keep and perform all the undertakings,
covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations,
changes or additions to said contract that may be hereafter made, notice to the surety of such
modifications, alterations, changes or additions being hereby waived, then this obligation shall become null
and void; otherwise it shall remain in full force and virtue and the aforesaid sum shall be paid to the Town
of Barnstable as liquidated damage.

IN WITNESS WHEREOF we hereunto set our hands and seal this ________ day of ___________, 2009.

Seal

______________________________
By: __________________________

______________________________
By: __________________________
SECTION 1

ACCEPTANCE OF BID

TOWN OF BARNSTABLE

_______________________, 2009

___________________________________________ is herewith

notified that their bid for ________________________________

______________________________________________

______________________________________________

in the amount of _____________ submitted on ____________

has been accepted.

Please complete the attached "AGREEMENT BETWEEN CONTRACTOR AND TOWN OF BARNSTABLE," and

"PAYMENT BOND" forms and return to this office together with a Certificate of Insurance.

______________________________

Town Manager

Financial Director verifies that
funds are available for this project

______________________________

______________________________

Financial Director
SECTION 12

APPLICATION & CERTIFICATION FOR PAYMENT

CONTRACT # ________________

TITLE ________________

CONTRACTOR ________________

TO: Town of Barnstable
Department of Public Works, S. Sundelin
800 Pitchers Way
Hyannis, MA 02601

Application Date ________________

Period From __________ To ____________

NOTE: In order to receive payment for the monthly period covered by this application, this form shall be delivered to the Town of Barnstable on the third Monday of each month or the working day immediately preceding. Amounts not so applied for shall carry over to the next scheduled billing period.

CHANGE ORDER SUMMARY

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TOTALS

ORIGINAL CONTRACT SUM $____________

Net Change by Change Order $____________

Contract Sum to Date $____________

TOTAL COMPLETED TO DATE $____________

Retainage $____________

Total Earned Less Retainage $____________

Less Previous Certificates for Payment. $____________

Current Payment Due $____________

The undersigned certifies that the work covered by this application has been completed in accordance with the Contract Documents, that all amounts have been paid by them for Work and Materials for which previous Certificates for Payments have been issued and payments received from the Town of Barnstable, that all Contractor and Sub-contractor payroll data for the time period covered by this application has been submitted to the Town and that the current payment shown herein is now due.

CONTRACTOR: ______________________________

BY: ______________________________

DATE: _____________________
SECTION 13
TOWN OF BARNSTABLE
HYANNIS, MA 02601
(508) 862-4090

TAX EXEMPTION NUMBER

Date: _____________________

TO WHOM IT MAY CONCERN:

This is to certify that whenever ______________________________________
_____________________________________________________________________________
purchases material and supplies for projects awarded by bid for the Town of Barnstable, all materials used
on these projects are tax exempt.

Our Tax Exempt number is E-046-001-079.
SECTION 14

TOWN OF BARNSTABLE CHANGE ORDER

CHANGE ORDER NO. __________________________  DATE: _______________________

CONTRACT NO. ___________________________  PROJECT NO. _________________

CONTRACT TITLE: ____________________________________________________________

CONTRACTOR’S NAME: _______________________________________________________

CONTRACTOR’S ADDRESS: ___________________________________________________

PREVIOUS CONTRACT AMOUNT $_____________________

AMOUNT OF THIS ORDER $_____________________
(decrease) (increase)

REVISED CONTRACT AMOUNT $_____________________

An (increase) (decrease) (no change) of ___________ days in the contract is hereby authorized.

This order covers the contract modification hereunder described:

The work covered by this order shall be performed under the same terms and conditions as included on the original construction contract.

Change Approved:

By: __________________________________________  Date: ________________________

Contractor

Title: ________________________________________________

TOWN OF BARNSTABLE

By: __________________________________________  Date: ________________________

Town Manager

By: __________________________________________  Date: ________________________

Town Accountant

Verify funds are available for this Change Order
SECTION 15
TOWN OF BARNSTABLE
NOTICE TO PROCEED

DATE: ________________, 2009

SUBJECT: CONTRACT: W. Barnstable Community Building Electrical Upgrades Project

To:

1. You are hereby given formal NOTICE TO PROCEED in accordance with the provisions of the subject contract.

2. It is requested that acknowledgment of this NOTICE be indicated by endorsement hereon, and that the original be returned to this office. The duplicate should be retained in your office files.

___________________________
Steve Sundelin
Supervisor, S&G

FIRST ENDORSEMENT

TO: Town of Barnstable
Attn: Steve Sundelin
800 Pitcher’s Way
Hyannis, MA 02601

Receipt is hereby acknowledged of the above NOTICE TO PROCEED

under contract __________________________________________________________________________

By: _________________________________________________________________________________

Date: _______________________________________________________________________________
EXHIBIT A – SPECIFICATIONS

W. Barnstable Community Building Electrical Upgrades Project
SUMMARY OF WORK

Project: WEST BARNSTABLE COMMUNITY BUILDING - INTERIOR ELECTRIC UPGRADES
West Barnstable Community Building
2377 Meetinghouse Way
West Barnstable, Ma

Owner: TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS
230 South Street, 4TH Floor
Hyannis, MA 02601

Architect: TOWN OF BARNSTABLE DPW
STRUCTURES AND GROUNDS DIVISION
DEPARTMENT OF PUBLIC WORKS
800 Pitcher’s Way
Hyannis, MA 02601

The Work consists of the disabling and removal of old, and installation of new electrical systems, on the main floor, of a 1902 historic structure. This contractor to replace all main floor interior wiring and lighting with new. Installation of new duplex outlets is required as shown on the drawings. All main floor wiring is to be concealed. No surface mounted wires, conduits or chases will be accepted. This contractor to provide all labor, materials, permits, and fees, to complete work in compliance with the Owners direction, as well as Massachusetts State Electric Code requirements. The Town of Barnstable will supply the lighting fixtures only. This contractor is responsible for adding additional circuits and electric sub-panels as required to complete the work.

Owner-Furnished Items: Lighting Fixtures.

Work Under Other Contracts: None

WORK RESTRICTIONS

Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

Limits: Confine constructions operations to areas indicated.
Public Occupancy: Public will be using the parking lot, playing fields, and playground located in the recreational complex.
Driveways and Entrances: Keep driveways and entrances serving premises clear and available to the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
Schedule deliveries to minimize use of driveways and entrances.
Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

Use of Existing Building: Portions of the existing building will be in use during construction operations.
Contractor's Use of Premises: During construction, Contractor will have **limited** use of site. Contractor's use of premises is limited by the Owner's right to perform work or employ other contractors on portions of Project **and as follows:**

Owner will occupy portions of the premises during construction. Perform construction **only during** normal working hours (8 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.

PRODUCTS (Not Applicable)

EXECUTION (Not Applicable)

END OF SECTION 01100
II. PART 1 – GENERAL

Work to be done under this Section is shown on drawing E-1

1.1 GENERAL REQUIREMENTS AND REFERENCES

A. Include “General Requirements” and applicable parts of Division 1 as part of this section.

B. Examine all other sections of the Specifications for requirements which affect work under this Section whether or not such work is specifically mentioned in this section. Where paragraphs of this section conflict with similar paragraphs of Division 1, requirements of this section shall prevail.

C. Coordinate work with that of all other trades affecting, or affected by work of this section. Cooperate with such trades to assure the steady progress of all work under the Contract.

D. The Subcontractor shall be responsible for filing all documents, payment of all fees, and securing of all permits, inspections and approvals necessary for the work of this section.

E. The Owner will pay all Utility Company backcharges directly to the Utility Company, provided that all required applications and relevant paperwork are prepared and submitted by the Electrical Subcontractor, on behalf of the Owner.

1.2 SCOPE

A. Perform work and provide material and equipment as shown on Drawings and as specified or indicated in this Section of the Specifications. Completely coordinate work of this Section with work of other trades and provide a complete and fully functional installation.

1. All interior lighting systems including all fixtures, lamps, mounting accessories, switches, controls, outlets, wiring, raceways, and all other components and fittings required for a complete lighting system.

2. Provide required finish patch and repair work to correct damage to existing interior finishes, and plaster.

3. Grounding and bonding of all electrical systems and equipment.

4. Testing of all electrical systems.

5. Coordination between electrical and other trades.

6. All other systems hereinafter specified or indicated on the Contract Drawings, complete, leaving ready an electrical system in perfect operating condition.

7. All required staging and scaffolding of any height.

B. Before submitting bid, visit and carefully examine site to identify existing conditions and difficulties that will affect work of this Section. No extra payment will be allowed for additional work caused by unfamiliarity with site conditions that are visible or readily construed by an experienced observer. Site visit is particularly important because this is renovation work.

C. Before starting work in a particular area of the project, visit site and examine conditions under which work must be performed including preparatory work done under other Sections or Contracts or by Owner. Report conditions that might affect work adversely in writing through Contractor to Architect. Do not proceed with work until defects have been corrected and conditions are satisfactory. Commencement of work shall be construed as complete acceptance of existing and preparatory work.
1.3 RELATED WORK UNDER OTHER SECTIONS – Not Applicable

1.4 REGULATORY REQUIREMENTS

A. Comply with all applicable Federal and State laws, and all Local Codes, By-laws and Ordinances.

B. Where provisions of the Contract Documents conflict with any codes, rules or regulations, the latter shall govern. Where the contract requirements are in excess of applicable codes, rules or regulations, the contract provisions shall govern unless the Architect rules otherwise.

C. Request inspections from Authorities having jurisdiction, obtain all permits and pay for all fees and inspection certificates as applicable and/or required. All permits and certificates shall be turned over to the Owners at the completion of the work. Copies of permits shall be given to the resident engineer prior to the start of work.

D. Unless otherwise specified or indicated, materials and workmanship and equipment performance shall conform with the latest edition of the following standards, codes, Specifications, requirements and regulations:

2. State Electrical Code.
4. Local Town Regulations and By-Laws.
5. Underwriter’s Laboratories, Inc. (UL).
6. National Electrical Manufacturer’s Association (NEMA).

E. All Electrical work shall meet or exceed any other state and local codes and/or Authorities having jurisdiction including all other standards indicated herein.

1.5 SUBMITTALS

A. Submittals, Procedures and Format:

1. Review submittal packages for compliance with Contract Documents and then submit to Architect for review. Submit two (2) blue or black-line reproductions of each Shop Drawing larger than 8-1/2” x 11”. Submit eight (2) sets of each smaller shop drawing. After review, transparency original of each large Shop Drawing and six (2) sets of each small shop drawing will be returned with reviewer’s marks.

2. Each Shop Drawing shall indicate in title block, and each Product Data package shall indicate on cover sheet, the following information:
   a. Title.
   b. Name and location of project.
   c. Names of Architect, Engineer, Contractor and Subcontractor(s).
   d. Names of Manufacturer, Supplier, Vendor, etc.
   e. Date of submittal.
   f. Whether original submittal or resubmitted.

3. Shop Drawings and/or Manufacturer’s Product Data shall contain detailed dimensional Drawings, accurate and complete description of materials of construction, manufacturer’s published performance characteristics and capacity ratings (performance data alone is not acceptable), electrical requirements and wiring diagrams. Drawings shall clearly indicate location (terminal block or wire number), voltage and function for all field terminations, and other information necessary to demonstrate compliance with all requirements of Contract Documents.

4. Within four (4) weeks after Award of Contract and before ordering materials or equipment, submit shop drawings showing the planned layout of new electric and lighting systems, including connection details to the existing service and panels.
B. Acceptable Manufacturers:

1. The Architect’s Mechanical/Electrical design for each project is based on the single manufacturer listed in the schedule or shown on the Drawings. In Division 16 of these Specifications certain “Alternate Manufacturers” are listed as being acceptable. These are acceptable only if, as a minimum, they:
   a. Meet all performance criteria listed in the schedules and outlined in the Specifications.
   b. Have identical operating characteristics to those called for in the Specifications.
   c. Fit within the available space it was designed for, including space for maintenance and component removal, with no modifications to either the space or the product. Clearances to walls, ceilings and other equipment will be at least equal to those shown on the Contract Documents. The fact that a manufacturer’s name appears as acceptable shall not be taken to mean the Architect has determined that the manufacturer’s products will fit within the available space. This determination is solely the responsibility of the Contractor.
   d. For equipment mounted in areas where structural matters are a consideration, the products must have a weight no greater than the product listed in the schedules or Specifications.
   e. Products must adhere to all architectural considerations including, but not limited to, being the same size and of the same physical appearance as scheduled or specified products.

C. Substitutions:

1. Substitution of products by manufacturers other than those listed shall only be done in accordance with subparagraph “F” “Substitutions and Deviations”.

D. Substitutions and Deviations:

1. Deviations from the Contract Documents and the substitution of materials or equipment relative to the “Acceptable Manufacturers” referred to above, shall be requested individually in writing whether deviations result from field conditions, standard shop practice, or other cause. Submit letter with transmittal of Shop Drawings which flags the substitution or deviation to the attention of the Architect. The letter shall describe changes in the system shown and physical characteristics (connections to adjacent materials, electrical services, service access requirements, and other characteristics), and differences in operating characteristics or cycles.

2. Without letters flagging the substitution or deviation to the Architect, it is possible that the Architect may not notice such substitution or deviation or may not realize its ramifications. Therefore, if such letters are not submitted to the Architect, the Contractor shall hold the Architect and his consultants harmless for any and all adverse consequences resulting from the deviations being implemented. Adverse consequences shall include, but not be limited to, excessive noise, excessive maintenance, shortened longevity, spatial coordination problems, and inadequate performance versus scheduled design. This shall apply regardless of whether the Architect has reviewed or approved Shop Drawings containing the deviation, and will be strictly enforced.

3. Do not request substitute materials or equipment unless identical material or equipment has been operated successfully for at least three (3) consecutive years. Such materials and equipment shall be a regular cataloged item shown in the current catalog of the manufacturer. When deviation or substitution is permitted, coordinate fully with related changes to Architectural, Structural, Plumbing, Fire Protection, Mechanical, and other work. Ensure that related changes necessary for coordination of substituted items are made within the Contract Price. Assume full responsibility for safety, operation and performance of the altered system.

4. Substitutions of equipment, systems, etc. requiring approval of local Authorities must comply with such regulations and be filed by the Contractor (should filing be necessary).

5. Consideration will not be given to claims that the substituted item meets the performance requirements with lesser construction. Performance, as delineated in schedules and in the Specifications, shall be interpreted as minimum performance.

6. Approval of proposed deviations or substitutions, if any, will be made at discretion of Architect.
7. Checking is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Drawings and Specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication process and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.

E. List of Proposed Equipment and Materials:

1. Within four (4) weeks after Award of Contract and before ordering materials or equipment, submit a complete list of proposed materials and equipment and indicate manufacturer’s names and addresses. No consideration will be given to partial lists submitted out of sequence.

F. Responsibility:

1. The intent of submittal review is to check for capacity, rating, and certain construction features. Contractor shall ensure that work meets requirements of the Contract Documents regarding information that pertains to fabrication processes or means, methods, techniques, sequences and procedures of construction; and for coordination of work of this and other Sections. Work shall comply with submittals marked “REVIEWED” to extent that they agree with the Contract Documents. Submittal review shall not diminish responsibility under this Contract for dimensional coordination, quantities, installation, wiring, supports and access for service, nor the shop drawing errors or deviations from requirements of the Contract Documents. The Architect’s noting of some errors while overlooking others will not excuse the Contractor for proceeding in error. Contract Document requirements are not limited, waived, nor superseded in any way by review.

2. Inform Subcontractors, Manufacturers, Suppliers, etc. of scope and limited nature of review process and enforce compliance with the Contract Documents.

G. Material and equipment requiring Shop Drawing and/or Manufacturer’s Data Submittals shall include but not be limited to:

1. Light fixtures.
2. Panelboards.
3. Overcurrent and switching devices.
4. Wiring devices and wallplates.
5. Wiring and cables.
6. Conduit.
7. Boxes and fittings.
8. Safety switches.

1.6 SURVEYS AND MEASUREMENTS

A. Base all required measurements, both horizontal and vertical, on reference points established by the Electrical Contractor and be responsible for the correct laying out of the Electrical work.

1.7 COORDINATION

A. Electrical Drawings are diagrammatic. They do not show all offsets required for coordination nor do they show the exact routings and locations needed to coordinate with other trades and to meet Architectural requirements.

B. Work shall be performed in coordination with the existing building systems to allow speedy and efficient completion of the work.

C. In all spaces, prior to installation of visible material and equipment, including access panels, review Architectural Drawings for exact locations and where not definitely indicated, request information from Architect. Where the Electrical work shall interfere with the operation or location of existing systems, assist in coordinating the space conditions to make satisfactory adjustments before installation. Without extra cost to the Owners, make reasonable
modifications to the work as required by normal Structural interferences. Maintain maximum headroom at all locations. All piping, duct, conduit, and associated components to be as tight to underside of structure as possible.

D. Where conflicts or potential conflicts exist and engineering guidance is desired, submit sketch of proposed resolution to Architect for review and approval.

E. Protect all materials and work of other trades from damage which may be caused by the Electrical work, and repair all damages without extra cost to the Owner.

1.8 SLEEVES, INSERTS

A. Furnish and install all sleeves, inserts, anchor bolts and similar items as required to complete the work.

1.9 PHASING, DEMOLITION AND MAINTAINING EXISTING SERVICES

A. During the execution of the work, required relocation, etc., of existing equipment and systems in the existing building areas where new work is to be installed or new connections are scheduled to be made, shall be performed by the Electrical Subcontractor, as required by job conditions and as determined by the Architect in the field, to facilitate the installation of the new system, while demolition, relocation work or new tie-ins will be performed. Outages required for construction purposes shall be scheduled for the shortest practical period of time, in coordination with the Owner’s designated representative, for specified, mutually agreeable periods of time, after each of which the interruption shall cease and the service shall be restored. This procedure shall be repeated to suit the Owner’s working schedule, as many times as required until all work is completed. Any outages of service shall be approved by the Owner, prior to commencing the work. No outages or shutdowns of service shall occur without the written authorization of the Owner prior to commencing the work. Give notice of any scheduled shutdowns, a minimum of two (2) weeks in advance. Owner shall make their best efforts to meet this request without adversely affecting the electric service to the existing building.

III. PART 2 – PRODUCTS

2.1 GENERAL

A. Where Specifications list manufacturers names and/or “as approved” or “equal approved by Designer”, other manufacturers equipment will be considered if equipment meets Specification requirements and has all features of the specified items as are considered essential by the Architect.

B. All materials shall be new and shall be UL listed.

2.2 RACEWAYS AND FITTINGS

A. Raceways – General:

1. No raceway shall be used smaller than 3/4” diameter. No conduit shall have more than three (3) 90° bends in any one run, and where necessary, pull boxes shall be provided. Intermediate metal conduit is not allowed.

2. Rigid metal conduit conforming to, and installed in accordance with, Article 344 of NFPA 70 shall be heavy wall zinc coated steel conforming to American Standard Specifications C80-1 and may be used for service work, exterior work, slab work, and below grade level slab, wet locations, and in mechanical rooms and where raceway may be subjected to mechanical damage, i.e., loading docks, work shops, etc.

3. Thin wall conduit (EMT), conforming to, and installed in accordance with, Article 358 of NFPA 70 shall be zinc coated steel, conforming to industry standards, may be used in masonry block walls, stud partitions, above furred ceilings where exposed but not subject to mechanical damage, and shall be used for fire alarm work.
4. Liquid tight flexible metal conduit shall be used for the above connections which are located in moist locations. All flexible connections shall include a grounding conductor.

5. PVC coated rigid metal conduit shall be used where indicated and conform to the following:
   a. Prior to application of the PVC coatings, all conduit shall conform to Federal Specification WW-C-581 E, ANSI Standard C80.1, UL Standard #6 and shall be hot dip galvanized.
   b. The PVC exterior coating shall have a nominal thickness of 40 mils and shall be applied using a fluidized bed process.
   c. Interior conduit, interior fitting surfaces and all threads shall all be protected by a two-part 2 mil urethane coating.
   d. Interior and exterior coatings on conduit shall have sufficient flexibility to permit field bending without damage.

6. Acceptable Manufacturers:
   a. Wheatland Tube Company
   b. Allied Tube
   c. Western Tube & Conduit
   d. Carlon
   e. Perma-Cote Supreme

7. Fittings:
   a. Provide insulated bushings on all raceways 1 inch diameter or larger.
   b. Manufacturer’s standard fittings shall be used for raceway supports.
   c. Expansion Fittings: Expansion fittings shall be used where structural and concrete expansion joints occur and shall include a ground strap.
   d. Couplings for rigid metal conduit shall be threaded type.
   e. Threadless fittings for EMT shall be watertight compression type. Set-screw type fittings are not acceptable. All fittings shall be concrete tight. No diecast fittings allowed except for raceways larger than 1 inch diameter.
   f. Cable supports in vertical raceways shall be of the split wedge type. Armored cable supports for vertical runs to be of wire mesh basket design.
   g. Wall entrance seals shall be equal to O.Z. Gedney type “WSK”.
   h. Couplings, elbows and other fittings used with rigid nonmetallic raceways shall be of the solvent cemented type to secure a waterproof installation.
   i. Acceptable manufacturers:
      1) O.Z.
      2) Crouse Hinds
      3) Appleton
      4) Hubbell
      5) Thomas & Betts

2.3 WIRING MATERIALS

A. Building Wire and Cable shall be copper with 600V insulation, THWN for branch circuitry and XHHW for feeders.

B. Conductors shall be of soft drawn 98% minimum conductivity properly refined copper, solid construction where No. 10 AWG and smaller, stranded construction where No. 8 AWG and larger.

C. Exterior of wires shall bear repetitive markings along their entire length indicating conductor size, insulation type and voltage rating.

D. Exterior of wires shall be color coded, so as to indicate a clear differentiation between each phase and between each phase and neutral. In all cases, grounded neutral wires and cables shall be identified by the colors “white” or “gray”. In sizes and insulation types where factory applied colors are not available, wires and cables shall be color coded by the application of colored plastic tapes in overlapping turns at all terminal points, and in all boxes in
which splices are made. Colored tape shall be applied for a distance of 6 inches along the wires and cables, or along their entire extensions beyond raceway ends, whichever is less.

E. Other wires and cables required for the various systems described elsewhere in this section of the Specifications shall be as specified herein, as shown on the Contract Drawings, or as recommended by the manufacturer of the specific equipment for which they are used, all installed in conduit.

F. Metal clad sheathed cable NFPA 70, type MC may be used for branch circuitry where shown and where run concealed and not subject to physical damage. All branch circuits shall be run in conduit from the panelboard to the first outlet. All type MC cable used shall contain a full size insulated ground conductor. All conductors shall be copper. All type MC cable insulation used shall have voltage rating of 600 volts, shall have a temperature rating of 75°C, and shall be thermoplastic material. Armor material shall be steel and armor design shall be interlocked metal tape. Fire alarm rated MC cable may be used for fire alarm work where concealed and acceptable to the Local Authority Having Jurisdiction.

G. Wiring materials except MI cable shall be manufactured by Southwire, Pirelli, General Cable, or equal.

2.4 OUTLET, JUNCTION, PULL BOXES AND WIRING TROUGHS FOR ALL SYSTEMS

A. Outlets:

1. Each outlet in wiring systems shall be provided with an outlet box to suit conditions encountered. Boxes installed in normally wet locations shall be of cast-metal type having hubs. Concealed boxes shall be cadmium plated or zinc coated sheet metal type. Old work boxes with Madison clamps are not allowed in new construction.

2. Each box shall have sufficient volume to accommodate number of conductors in accordance with requirements of NFPA 70. Boxes shall not be less than 1-1/2” deep unless shallower boxes are required by structural conditions and are specifically approved by Architect. Ceiling and bracket outlet boxes shall not be less than 4” octagonal except that smaller boxes may be used where required by particular fixture to be installed. Flush or recessed fixtures shall be provided with separate junction boxes when required by fixture terminal temperature requirements. Switch and receptacle boxes shall be 4” square or of comparable volume.

3. Acceptable Manufacturers:
   a. Appleton
   b. Crouse Hinds
   c. Steel City
   d. RACO

B. Pull and Junction Boxes: Where necessary to terminate, tap off, or redirect multiple raceway runs or to facilitate conductor installation, furnish and install appropriately designed boxes. Boxes shall be fabricated from code gauge steel assembled with corrosion resistant machine screws. Box size shall be as required by Code. Where intermediate cable supports are necessary because of box dimensions, provide insulated removable core brackets to support conductors. Junction boxes are to be equipped with barriers to separate circuits. Where splices are to be made, boxes shall be large enough to provide ample work space. All conductors in boxes are to be clearly tagged to indicate characteristics. Boxes shall be supported independently of raceways. Junction boxes in moist or wet areas shall be galvanized type. Boxes larger than 4 inches square shall have hinged covers. Boxes larger than 12 inches in one dimension will be allowed to have screw fastened covers, if a hinged cover would not be capable of being opened a full 90 degrees due to installation location.

2.5 GROUNDING REQUIREMENTS

A. Ground all systems and equipment in accordance with best industry practice, the requirements of NFPA 70 and the following:

1. The ground bus of the main switchboard shall be connected to the main grounding electrode specified below by means of insulated conductors run in conduit.
2. The main grounding electrode shall be an accessible point on the nearest metallic main water service pipe. Connection shall be made on the street side of the main valve utilizing a ground clamp of a type specifically manufactured for the purpose. Bonding jumpers shall be provided around the water meters and around insulating joints and/or sections.

3. The water pipe ground shall be supplemented by an additional electrode consisting of three (3) buried 3/4" diameter by 10'-0" long copperweld ground rods spaced 10'-0" apart, and provided in sufficient quantity so as to have measured resistance to ground of not more than 10 ohms. Provide independent certification confirming this. Establish a bonding connection from the electrode consisting of green insulated conductors run in conduit and sized as indicated hereinafter for main and supply side of service bonding jumpers.

4. Provide grounding bonds between all metallic conduits of the light and power system which enter and leave cable chambers or other non-metallic cable pulling and splicing boxes. Accomplish this by equipping the conduits with bushings of the grounding type individually cross connected.

5. Bond metallic conduits containing grounding electrode conductors and main bonding conductors to the ground bus service enclosure and/or grounding electrode at both ends of each run utilizing grounding bushings and jumpers.

6. Provide grounding bonds for all metallic conduits of the light and power system which terminate in pits below equipment for which a ground bus is specified. Accomplish this by equipping the conduits with bushings of the grounding type connected individually to the ground bus.

7. Provide supplementary ground bonding where metallic conduits terminate at metal clad equipment (or at the metal pull box of equipment) for which a ground bus is specified. Accomplish this by equipping the conduits with bushings of the grounding type connected individually by means of jumpers to the ground bus. Exclude the jumpers where directed. This exclusion will be required where an isolated ground for electronic equipment is to be maintained.

8. Each grounding type bushing shall have the maximum ground wire accommodation available in standard manufacture for the particular conduit size. Connection to bushing shall be with wire of this maximum size.

2.6 PANELBOARDS

A. Panelboards shall consist of factory completed deadfront assemblies of back pans, main busses, overcurrent and switching units, sheet metal cabinets and trims. They shall be so designed that switching and overcurrent devices can be replaced without disturbing adjacent units and without removing the main bus connectors, so that circuits may be changed without machine drilling or tapping.

B. Where indicated as power or distribution panels, they shall be as manufactured by Square D, Siemens, or General Electric.

C. Bus bars for their mains shall be of copper having current capacities as indicated and sized for such capacities in accordance with Underwriter Laboratory standards. Provide double size neutral bus bars and lugs for all 120/208 volt panelboards where fed from “K” rated transformers. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices. Bussing shall be braced throughout to conform to industry standard practice governing short circuit stresses in panelboards. Phase bussing shall be full height without reduction.

D. A ground bus shall be provided for each panel. Each ground bus shall be of the same material as the phase and neutral buses.

E. Cabinets shall be fabricated from industry standard gauge galvanized sheet steel with corners lapped and riveted, or fastened by approved methods.

F. The inside and outside of the trims shall be factory painted with one (1) rustproofing primer coat and one (1) finish coat. The finish paint shall be of a type to which field applied paint will bond. All trims shall be hinged.
G. Cabinets and trims shall be suitable for the required mounting. Trims shall be fastened to cabinets and shall be of a type that are self-supporting on cabinets. Trims for flush panels shall overlap cabinets by at least 3/4" all around. Where two section panels are required, cabinets shall be of equal height including those cases where there is one main for both sections.

H. Cabinets and trims for lighting and appliance panels shall accommodate and conform to the following limited dimensions:

1. Minimum wiring gutter width on each side: 5-3/4”.
2. Maximum overall width: 24”.
3. Maximum overall depth: 6”.

I. Where wires or cables are used within panelboards to make up internal connections (factory installed or otherwise) such wire or cable shall have copper conductors only.

J. Any cabinet for a power or distribution panel shall (regardless of the actual devices required to be in it) have a width, depth and bussing adequate for a 3-pole branch device equal in rating to the panel mains. In no case shall the cabinet be wider than 42” or deeper than 18”.

K. Hinged doors covering all switching device handles shall be included in all panel trims.

L. Doors in panelboard trims shall conform to the following:

1. In making switching device handles accessible, doors shall not uncover any live parts.
2. Doors shall have flush type paracentric cylinder locks and catches. Two (2) keys shall be supplied for each lock and each key shall open all panelboards. Locks and keys shall conform to a “standard keying policy” as directed.

M. Where “spaces only” for overcurrent protection and switching devices are called for in a panel, its main bus, and backpan, as well as its cabinet and trim, shall be extended to accommodate these spaces and shall include all necessary hardware including bus connectors to add future devices.

N. Panelboards shall comply with the following industry standards:

1. UL Standards:
2. NEMA Standard – PB1.

O. Panelboards shall be labeled with UL short-circuit rating adequate for the available short-circuit and based on the lowest panel mounted circuit breaker available UL listed interrupting current rating, but in no case less than 65 ka for 480 volt and 22 ka for 240 volt panelboards.

P. Provide “lock on” clips for the toggle handles of certain branches serving the Fire Alarm System, security, etc.

Q. Panelboards shall be manufactured by General Electric, Siemens, or Square D.

2.7 MOLDED CASE CIRCUIT BREAKERS

A. Molded case type circuit breakers shall consist of manually operated quick-make quick-break mechanically trip free operating mechanisms for simultaneous operation of all poles, with contacts, arc interrupters and trip elements for each pole, all enclosed in molded phenolic plastic cases.

1. Their tripping units shall be of the “thermal magnetic” type having bimetallic elements for time delay overload protection and magnetic elements for short-circuit protection.
2. They shall be manually operable by means of toggle type operating handles having “tripped” position midway between the “on-off” position.

3. They shall each be contained in an individual case enclosing only the number of poles required for the particular breaker.

4. All panels and individually mounted circuit breakers shall have short circuit ratings exceeding the available short-circuit of the values indicated in this section by a factor of 1.2 with a minimum as follows:
   a. 240V class panels/breakers:
      1) 10 kAIC where shown fed by a 150 kVA or less transformer

5. They shall be of the “bolted-in” type.

6. Where necessary, to accommodate other requirements, their frame sizes shall be increased to conform to such requirements, frame sizes being indicated only as a reference to the minimum acceptable interrupting ratings noted above.

7. Where single pole in trip sizes 20 amps or less, they shall be rated for switching duty.

8. They shall be equipped with 5 milliamp sensitivity ground fault interrupting features where so indicated.

B. They shall be manufactured by Square D, Siemens, or General Electric.

2.8 LIGHTING FIXTURES
Provided by the Owner. See Section 16500 – Lighting

2.9 TESTING REQUIREMENTS & INSTRUCTIONS

A. The Electrical Subcontractor shall provide supervision, labor, materials, tools, test instruments and all other equipment or services and expenses required to test, adjust, set, calibrate, and operationally check work and components of the electrical systems and circuitry throughout Division 16 work.

B. The Electrical Subcontractor shall pay for all tests specified in Division 16, including expenses incident to retests occasioned by defects and failures of equipment to meet Specifications, at no additional cost to the Owner. Any defects or deficiencies discovered in any of the Electrical work shall be corrected.

1. The Electrical Subcontractor shall:
   a. Replace wiring and equipment found defective (defined as failing to meet specified requirements) at no additional cost to the Owner.
   b. Submit three (3) copies of test results to the Engineer.

2. Do not void equipment warranties or guarantees by testing and checkout work. Checks and tests shall be supplemental to and compatible with the Manufacturer’s installation instructions. Where deviations are apparent, obtain the Manufacturer’s approved review of procedures prior to testing. Where any repairs, modifications, adjustments, tests or checks are to be made, the Contractor shall contact the Engineer to determine if the work should be performed by or with the Manufacturer’s Representative.

3. Tests are to:
   a. Provide initial equipment/system acceptance.
   b. Provide recorded data for future routine maintenance and trouble-shooting.
   c. Provide assurance that each system component is installed satisfactorily and can be expected to perform, and continue to perform its specified function with reasonable reliability throughout the life of the facility.
   1) At any stage of construction and when observed, any electrical equipment or system determined to be damaged, or faulty, is to be reported to the Owner. Corrective action by the Contractor requires prior Owner approval, retesting, and inspection.
   2) Testing and checkout work is to be performed with fully qualified personnel skilled in the particular tests being conducted. Personnel are to have at least five (5) years of experience with tests of same type and size as specified.
3) Inspections and tests shall be in accordance with the following applicable codes and standards as amended to date, unless otherwise specified.
   a) National Electrical Manufacturer’s Association – NEMA.
   b) American Society for Testing and Materials _ ASTM.
   c) Institute of Electrical and Electronic Engineers – IEEE.
   d) National Electrical Testing Association – NETA.
   e) American National Standards Institute – ANSI.
   g) Z244-1: American National Standard for Personnel Protection.
   h) Insulated Cable Engineers Association – ICEA.
   i) Association of Edison Illuminating Companies – AEIC.
   j) Occupational Safety and Health Administration – OSHA.
   k) OSHA Part 1910; Subpart S, 1910.308.
   l) OSHA Part 1926; Subpart V, 1926.950 through 1926.960.
   m) National Fire Protection Association – NFPA.
   n) 70B: Electrical Equipment Maintenance.
   o) 70E: Electrical Safety Requirements for Employer Workplaces.
   p) 70: National Electrical Code.
   q) 78: Lightning Protection Code.
   s) Inspections and tests shall utilize the following references:
   t) Contract Drawings and Specifications.
   u) Contractor’s Short Circuit and Construction Study, in accordance with Section 16100.
   v) Manufacturer’s printed test procedures for respective equipment.

1.1 REQUIREMENTS GOVERNING ELECTRICAL WORK IN DAMP OR WET LOCATIONS

A. Outlets and outlet size boxes shall be of galvanized cast ferrous metal only.

B. The finish of threaded steel conduit shall be galvanized only.

C. Wires for pulling into raceways for lighting and appliance branch circuitry shall be limited to “THWN”.

D. Wires for pulling into raceways for feeders shall be limited to “THWN”.

E. Plates for toggle switches and receptacles shall have gasketed snap shut covers suitable for wet locations while in use.

F. Final connections of flexible conduit shall be neoprene sheathed.

G. Apply one (1) layer of half looped plastic electric insulating tape over wire nuts used for joining the conductors of wires.

H. Enclosures, junction boxes, pull boxes, cabinets, cabinet trims, wiring troughs and the like, shall be fabricated of galvanized sheet metal, shall conform to the following:
   1. They shall be constructed with continuously welded joints and seams.
   2. Their edges and weld spots shall be factory treated with cold galvanizing compound.
   3. Their connection to circuitry shall be by means of watertight hub connectors with sealing rings.

I. Enclosures for individually mounted switching and overcurrent devices shall be NEMA Class IV weatherproof construction.

J. The covers, doors and plates and trims used in conjunction with all enclosures, pull boxes, outlet boxes, junction boxes, cabinets and the like shall be equipped with gaskets.

K. Panels shall be equipped with doors without exception.
L. The following shall be interpreted as damp or wet locations within building confines:

1. Spaces where any designations indicating weatherproof (WP) or vapor proof appear on the Drawings.
2. Below waterproofing in slabs applied directly on grade.
3. Spaces defined as wet or damp locations by Article 100 of the National Electric Code.

1.2 SPLICING AND TERMINATING WIRES AND CABLES

A. Maintain all splices and joints in removable cover boxes or cabinets where they may be easily inspected.

B. Locate each completed conductor splice or joint in the outlet box, junction box, or pull box containing it, so that it is accessible from the removal cover side of the box.

C. Join solid conductors No. 8 AWG and smaller by securely twisting them together and soldering, or by using insulated coiled steel spring “wire nut” type connectors. Exclude “wire nuts” employing non-expandable springs. Terminate conductors No. 8 AWG and smaller by means of a neat and fast holding application of the conductors directly to the binding screws or terminals of the equipment or devices to be connected.

D. Join, tap and terminate standard conductors No. 6 AWG and larger by means of solder sleeves, taps, and lugs with applied solder or by means of bolted saddle type or pressure indent type connectors, taps and lugs. Exclude connectors and lugs of the types which apply set screws directly to conductors. Where equipment or devices are equipped with set screw type terminals which are impossible to change, replace the factory supplied set screws with a type having a ball bearing tip. Apply pressure indent type connectors, taps and lugs utilizing tools manufactured specifically for the purpose and having features preventing their release until the full pressure has been exerted on the lug or connector.

E. Except where wire nuts are used, build up insulation over conductor joints to a value, equal both in thickness and dielectric strength, to that of the factory applied conductor insulation. Insulation of conductor taps and joints shall be by means of half-lapped layers of rubber tape, with an outer layer of friction tape; by means of half-lapped layers of approved plastic electric insulating tape; or by a means of split insulating casings manufactured specifically to Insulate the particular connector and conductor, and fastened with stainless steel or non-metallic snaps or clips.

F. Exclude splicing procedures for neutral conductors in lighting and appliance branch circuitry which utilize device terminals as the splicing points.

G. Exclude joints or terminations utilizing solder in any conductors used for grounding or bonding purposes.

H. Exclude all but solder or pressure indent type joints in conductors used for signaling or communication purposes.

I. Lugs for conductors used to make phase leg connections on the line side of the main service overcurrent and switching device shall be of the limiter type.

1.3 PULLING WIRES INTO CONDUITS AND RACEWAYS

A. Delay pulling wires or cables in until the project has progressed to a point when general construction procedures are not liable to injure wires and cables, and when moisture is excluded from raceways.

B. Utilize nylon snakes or metallic fish tapes with ball type heads to set up for pulling. In raceways 2” trade size and larger, utilize a pulling assembly ahead of wires consisting of a suitable brush followed by a 3-1/2” diameter ball mandrel.

C. Leave sufficient slack on all runs of wire and cable to permit the secure connection of devices and equipment.

D. Include circular wedge-type cable supports for wires and cables at the top of any vertical raceway longer than 20 feet. Also include additional supports spaced at intervals which are no greater than 10’. Supports shall be located
in accessible pull boxes. Supports shall be of a non-deteriorating insulating material manufactured specifically for the purpose.

E. Pulling lubricants shall be used. They shall be products manufactured specifically for the purpose.

F. Slack on wires and cables located in cabinets and pull boxes shall be formed and set in place in groupings corresponding to their occupancy of raceways. They shall also be arranged, with insulators and supports provided where necessary, such that cable shims or other such temporary expedients do not have to be left permanently in place to prevent the wires and cables from shifting when covers or trims are removed.

1.4 REQUIREMENTS FOR THE INSTALLATION OF JUNCTION BOXES, OUTLET BOXES AND PULL BOXES

A. Flush wall-mounted outlet boxes shall not be set back to back but shall be offset at least 12” horizontally regardless of any indication on the Drawings.

B. Locate all boxes so that their removable covers are accessible without necessitating the removal of parts of permanent building structure, including piping, ductwork, and other permanent mechanical elements.

C. In conjunction with concealed circuitry, abide by one of the following instructions (as may be applicable to the conditions) in order to assure the aforementioned accessibility. (Not required for circuitry concealed by removable suspended ceiling tiles.)

1. For a small (outlet size) box on circuitry concealed in a partition or wall, locate box or fitting so that its removable cover side, (or the face of any applied raised cover) penetrates through to within 1/8” of the exposed surface of the building materials concealing the circuitry and apply a blank or device plate to suit the functional requirements.

2. For a large box on circuitry concealed in a partition, suspended ceiling, or wall, locate box totally hidden but with its removable cover directly behind an architectural access door or panel (included for the purpose, separate from the electric work) in the building construction which conceals the circuitry.

3. For a small (outlet size) box on circuitry concealed above and intended as an outlet for a surface mounted lighting fixture or other such electrical item, locate box so that its removable cover side penetrates through to the exposed surface of the building materials concealing the circuitry. Arrange the mounting of the lighting fixture or other item so that it completely covers the opening in the building construction caused by the box.

4. For a small (outlet size) box on circuitry concealed in a suspended ceiling, and intended as an outlet for a non-demountable type of recessed lighting fixtures or other such electrical items, locate box totally hidden but with its removable cover not more than 1” away from the building construction opening occupied by the demountable items.

D. Apply junction and pull boxes in accordance with the following:

1. Include all pull boxes in long straight runs of raceway to assure that cables are not damaged when they are pulled in.

2. Include junction and pull boxes to assure a neat and workmanlike installation of raceways.

3. Include junction and pull boxes to fulfill requirements pertaining to the limitations to the number of bends permitted in raceway between cable access points, the accessibility of cable joints and splices, and the application of cable supports.

4. Include all required junction and pull boxes regardless of indications on the Drawings (which, due to symbolic methods of notation, may omit to show some of them).

E. Apply outlet boxes in accordance with the following:
1. Unless noted below or otherwise specifically indicated, include a separate outlet box for each individual wiring device, lighting fixture and signal or communication system outlet component. Outlet boxes supplied attached to lighting fixtures shall not be used as replacements for the boxes specified herein.

2. A continuous row of fixtures of the end-to-end channel type, designed for “through wiring”, and wired in accordance with the specification hereinafter pertaining to circuitry through a series of lighting fixtures, may be supplied through a single outlet box.

3. A series of separate fixtures, designed for “through wiring”, spaced not more than 4’ apart, and interconnected with conduit or raceway and circuitry which is in accordance with the Specifications hereinafter pertaining to circuitry through a series of lighting fixtures, may be supplied through a single outlet box.

4. Connection to recessed ceiling fixtures supplied with pigtails may be arranged so that more than one (1), but not more than four (4) such fixtures are connected into a single outlet box. When adopting this procedure:
   a. Utilize an outlet box no smaller than 5” square by 2-1/2” deep.
   b. Allow no fixture to be supplied from an outlet box in another room.

5. Multiple local switches indicated at a single location shall be gang-mounted in a single outlet box.

6. Include all required outlet boxes regardless of indications on the Drawings (which due to symbolic methods of notation, may omit to show some of them).

F. Install junction boxes, pull boxes and outlet boxes in conjunction with concealed circuitry.

1. Exclude surface-mounted outlet boxes in conjunction with concealed circuitry.

2. Exclude unused circuitry openings in junction and pull boxes. In larger boxes each such opening shall be closed with a galvanized sheet steel plate fastened with a continuous weld all around. In small outlet type boxes, utilize plugs as specified for such boxes.

3. Close up all unused circuitry openings in outlet boxes. Unused openings in cast boxes shall be closed with approved cast metal threaded plugs. Unused openings in sheet metal boxes shall be closed with sheet metal knock-out plugs.

4. Outlet boxes for switches shall be located at the strike side of doors. Indicate door swings are subject to field change. Outlet boxes shall be located on the basis of final door swing arrangements.

5. Boxes and plaster covers for duplex receptacles shall be arranged for vertical mounting of the receptacle.

6. Equip outlet boxes used for devices which are connected to wires of systems supplied by more than one set of voltage characteristics with barriers to separate the different systems.

G. Barriers in junction and pull boxes of outlet size shall be of the same metal as the box.

H. Barriers in junction and pull boxes which are larger than outlet size shall be of the polyester resin fiberglass of adequate thickness for mechanical strength, but in no case less than 1/4” thick. Each barrier shall be mounted, without fastenings, between angle iron guides so that they may be readily removed.

1.5 INSTALLING CIRCUITRY

A. The outside surface of circuitry, which is to be embedded in cinder concrete, shall be coated with asphaltum paint.

B. In runs of conduit or raceway including flexible limit the number of bends between cable access points to a total which does not exceed the maximum specified for the particular system. Where no such maximum is specified, limit the number to four (4) right angle bends or the equivalent thereof.
C. In each conduit or raceway assigned for the future pulling in of wires, include a nylon drag cord. In raceways 2” trade size and larger, the cord shall be pulled in utilizing a suitable brush, followed by an 85% diameter ball mandrel ahead of the cord in the pulling assembly. In the event that obstructions are encountered, which will not permit the drag cord to be installed, the blocked section of raceway shall be replaced and any cutting and patching of the structure involved in such replacement shall be included as part of the electric work.

D. Circuitry shall be arranged such that conductors of one feeder or circuitry carrying “going” current are not separated from conductors of the same feeder or circuitry carrying “return” current by any ferrous or other metal. Where not within raceways, all “going” and “return” current conductors of one feeder or circuit shall be laced together so as to minimize induction heating of adjacent metal components.

E. Sleeves used where circuitry is to penetrate waterproof slabs, decks and walls, shall be of a type selected to suit the water condition encountered in the field.

END OF SECTION 16100

SECTION 16500 - LIGHTING

GENERAL

SECTION REQUIREMENTS

Submittals: Product Data for each luminaries, including lamps.

Pendant light fixtures are to be provided by the Owner and installed by this contractor.

Emergency Lighting Units, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

Coordinate installation of ceiling-mounted luminaries with ceiling construction, mechanical work, and security and fire-prevention features mounted in ceiling space and on ceiling.

PRODUCTS

EXIT SIGNS – Provided and installed by this contractor

Internally Lighted Signs: Comply with UL 924; for sign colors and lettering size, comply with authorities having jurisdiction

Lamps for AC Operation: Fluorescent, 2 for each fixture, 20,000 hours of rated lamp life.
Lamps for AC Operation: Light emitting diodes, 70,000 hours minimum of rated lamp life.

EMERGENCY LIGHTING UNITS – Provided and installed by this contractor
Description: Self-contained units complying with UL 924.

Battery: Sealed, maintenance-free, lead-acid type.
Charger: Fully automatic, solid-state type with sealed transfer relay.
Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

REQUIREMENTS FOR INDIVIDUAL LIGHTING FIXTURES

Fixture A: Provided by Owner. Installed by this contractor:

Basis-of-Design Product: Subject to compliance with requirements, install schoolhouse electric “Willamett 6” PD-10-6 24” long pendant type fixture:
Manufacturer: Schoolhouse Electric Co.
Voltage: 120.
Mounting: 24” long Pendant.
Lamps: 150 Watt
Finish: Matte Bronze

Fixture B: Provided by Owner. Installed by this contractor:

Basis-of-Design Product: Subject to compliance with requirements, install schoolhouse electric “Willamett 3.25” PD-10-1-3.25 18” long pendant type fixture:
Manufacturer: Schoolhouse Electric Co.
Voltage: 120.
Mounting: 18” long Pendant.
Lamps: 100 Watt
Finish: Matte Bronze

EXECUTION

INSTALLATION

Set units level, plumb, and square with ceiling and walls, and secure.

Suspended Lighting Fixture Support:

Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

Adjust amiable lighting fixtures to provide required light intensities.
Lamping: Where specific lamp designations are not indicated, lamp units according to manufacturer's written instructions.

END OF SECTION 16500

SECTION 01732 - SELECTIVE DEMOLITION

GENERAL

SECTION REQUIREMENTS

Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.

Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.

Owner will occupy portions of the building. Conduct selective demolition so Owner's operations will not be disrupted.

It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

PRODUCTS (Not Applicable)

EXECUTION

DEMOLITION

Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

Locate, identify, shut off, disconnect, and cap off electrical systems being replaced.

Provide temporary protection required to prevent injury to people and damage to adjacent facilities to remain.

Protect walls, ceilings, floors, and other existing finish work that are to remain.

Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 01732
DAVIS BACON WAGE RATES – APPLICABLE TO W. BARNSTABLE COMMUNITY BLDG PROJECT

General Decision Number: MA080001 04/10/2009 MA1

Superseded General Decision Number: MA20070001

State: Massachusetts

Construction Type: Building

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk and Suffolk Counties in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

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ASBE0006-001 09/01/2008

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; AND NORFOLK (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, and Weymouth); AND SUFFOLK COUNTIES

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<th>Fringes</th>
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57
Insulator/asbestos worker
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems........$ 38.61 18.48

ASBE0006-002 06/01/2008

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; NORFOLK (Avon, Braintree, Brockline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway,Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon Stoughton, Walpole, Wellesley, Westwood, and Weymouth) AND SUFFOLK COUNTIES

Rates Fringes

HAZARDOUS MATERIAL HANDLER
(Includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....$ 23.10 13.85

ASBE0006-010 09/01/2008

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee and Sandwich); BRISTOL (Acushnet, Attleboro city, Berkeley, Dartmouth, Dighton, Fairhaven, Fall river City, Freetown, Marion, Mansfield, New Bedford City, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin, Plainville, and Wrentham); PLYMOUTH (Lakeville, Mattapoisett, Middleboro, Rochester and Wareham)

Rates Fringes

Insulator/asbestos worker
(Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.)....$ 33.98 18.48

ASBE0201-001 07/01/2005

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee, Sandwich); BRISTOL (Except Easton); DUKES, NANTUCKET, NORFOLK (Townships of Bellingham, Franklin, Plainville and Wrentham); PLYMOUTH (Townships of Lakeville, Mattapoisett, Middleboro, Rochester and Wareham)

Rates Fringes

HAZARDOUS MATERIAL HANDLER
(Includes preparation, wetting, stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 17.65
9.95
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BOIL0029-001 10/01/2008

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BRMA0001-008 03/01/2009

FOXBORO CHAPTER
BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North
Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton) AND
NORFOLK (Bellingham, Canton, Dedham, Foxboro, Franklin,
Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood,
Wrentham) COUNTIES

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| Bricklayer, Cement Mason,
Plasterer.................$ 43.04 | 22.62 |
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BRMA0001-009 03/01/2009

LOWELL CHAPTER
MIDDLESEX (Acton, Asby, Ayer, Bedford, Billerica, Boxboro,
Carlisle, Chelmsford, Dracut, Dunstable, Ft. Devens, Groton,
Littleton, Lowell, North Acton, Pepperell, Shirley, South
Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford,
Wilmington)

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BRMA0001-010 03/01/2009

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

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BRMA0003-001 02/01/2009

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| Marble, Tile & Terrazzo
Workers.......................$ 43.58 | 22.00 |
| TERRAZZO FINISHER...............$ 42.48 | 21.83 |
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BRMA0003-003 02/01/2009

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

Rates Fringes

BRICKLAYER..........................$ 43.54 22.05

LYNN CHAPTER
ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield Wakefield, Wenham, West Newbury); and MIDDLESEX (Reading, North Reading, Wakefield)

Rates Fringes

Bricklayer, cement mason and plasterer........................$ 43.54 22.05

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

Rates Fringes

Bricklayer and plasterer..............$ 43.54 22.05

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

Rates Fringes

Bricklayer, cement mason and plasterer........................$ 43.54 22.05

NEW BEDFORD
BARNSTABLE; BRISTOL (Acushnet, Darmouth, Darmhaven, Fall River, Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; and NANTUCKET COUNTIES

Rates Fringes

Bricklayer, cement mason and plasterer........................$ 43.54 22.05

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

<table>
<thead>
<tr>
<th>Bricklayer, cement mason and plasterer</th>
<th>$43.54</th>
<th>22.05</th>
</tr>
</thead>
</table>

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Canton, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Sharon, Walpole, Wellesley, Westwood, Wrentham)  

<table>
<thead>
<tr>
<th>CARPENTER</th>
<th>$31.58</th>
<th>21.34</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>CARPENTER</th>
<th>$36.93</th>
<th>21.64</th>
</tr>
</thead>
</table>

SUFFOLK (All of County); and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX & NORFOLK COUNTIES situated inside Boston Beltway (I-495) and North of Cape Cod Canal  

<table>
<thead>
<tr>
<th>PILEDRIVERMAN</th>
<th>$34.82</th>
<th>21.94</th>
</tr>
</thead>
</table>

All of DUKES and NANTUCKET COUNTIES; and those areas of BARNSTABLE, BRISTOL, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal  

<table>
<thead>
<tr>
<th>PILEDRIVERMAN</th>
<th>$34.82</th>
<th>21.94</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>PILEDRIVERMAN</th>
<th>$34.82</th>
<th>21.94</th>
</tr>
</thead>
</table>
NORFOLK COUNTY (Braintree, Cohasset, Scituate, Weymouth, Quincy)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER</td>
<td>$31.58</td>
</tr>
<tr>
<td></td>
<td>21.34</td>
</tr>
</tbody>
</table>

NORFOLK COUNTY (Avon, Holbrook, Randolph, Stoughton) COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER</td>
<td>$31.58</td>
</tr>
<tr>
<td></td>
<td>21.34</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILLWRIGHT</td>
<td>$30.52</td>
</tr>
<tr>
<td></td>
<td>19.83</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOOR LAYER: CARPET (SOFT)</td>
<td>$35.40</td>
</tr>
<tr>
<td>FLOOR</td>
<td>22.03</td>
</tr>
</tbody>
</table>

BARNSTABALE; DUKES; AND NANTUCKET

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOOR LAYER: CARPET (SOFT)</td>
<td>$35.40</td>
</tr>
<tr>
<td>FLOOR</td>
<td>22.03</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td>$33.88</td>
</tr>
<tr>
<td></td>
<td>17.30</td>
</tr>
<tr>
<td>Rate Type</td>
<td>Rate</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Teledata System Installer</td>
<td>$24.91</td>
</tr>
</tbody>
</table>

**ELEC0099-001 06/01/2008**

**BRISTOL (Attleboro, North Attleboro, Seekonk)**

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$34.08</td>
<td>47.41%</td>
</tr>
<tr>
<td>Teledata System Installer</td>
<td>$25.56</td>
<td>11.14</td>
</tr>
</tbody>
</table>

**ELEC0103-001 03/01/2009**

**ESSEX; MIDDLESEX (Excluding Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend); NORFOLK (Excluding Avon, Holbrook, Plainville, Randolph, Stoughton) SUFFOLK**

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teledata System Installer</td>
<td>$30.91</td>
<td>21.05</td>
</tr>
</tbody>
</table>

**ELEC0103-002 03/01/2009**

**ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)**

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$41.21</td>
<td>22.79</td>
</tr>
</tbody>
</table>

**ELEC0103-004 03/01/2009**

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

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$41.21</td>
<td>22.79</td>
</tr>
</tbody>
</table>

**ELEC0103-005 03/01/2009**

**ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway,Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull); SUFFOLK**

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$41.21</td>
<td>22.79</td>
</tr>
</tbody>
</table>
### Line Construction:
- **Cableman**: $33.94, 8.80+A
- **Equipment Operator**: $33.94, 12.80+A
- **Groundman**: $21.96, 8.80+A
- **Lineman**: $39.93, 14.30+A

A. **PAID HOLIDAYS**: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

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

#### Rates Fringes
- **ELECTRICIAN**: $33.80, 16.17

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

#### Rates Fringes
- **Teledata System Installer**: $28.73, 14.67

### Elevator Mechanic

#### Rates Fringes
- **ELEVATOR MECHANIC**: $47.20, 18.285+a

**FOOTNOTE FOR ELEVATOR MECHANICS:**

A. Employer Contributes 8% of basic hourly rate for 5 years or more of service and 6% for 6 months to 5 years of service as vacation pay.

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:


HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

<table>
<thead>
<tr>
<th>Length</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 150 ft.</td>
<td>+1.95</td>
</tr>
<tr>
<td>Over 185 ft.</td>
<td>+3.42</td>
</tr>
<tr>
<td>Over 210 ft.</td>
<td>+4.80</td>
</tr>
<tr>
<td>Over 250 ft.</td>
<td>+7.28</td>
</tr>
<tr>
<td>Over 295 ft.</td>
<td>+10.08</td>
</tr>
<tr>
<td>Over 350 ft.</td>
<td>+11.73</td>
</tr>
</tbody>
</table>

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Crane; shovel; truck crane; cherry picker; dragline; trench hoe; backhoe; three drum machine; derrick; pile driver; elevator tower; hoist; gradall; shovel dozer; front end loader; fork lift; suger; boring machine; rotary drill; post hole hammer; post hole digger; pumpcrete machine; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer; timber jack

Group 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; york rake; mulching machine; portable steam boiler; portable steam generator; roller; spreader; tamper (self propelled or tractor drawn); asphalt paver; mechanic - maintenance; paving screed machine; stationary steam boiler; paving concrete finishing machine; cal truck; ballast regulator; switch tamper; rail anchor machine; tire truck

Group 3: Pumps (1-3 grouped); compressor; welding machine (1-3 grouped); generator; concrete vibrator; heater (power driven 1-5); well point system (operating); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; Jackson type tamper; single diaphragm pump; lighting plant

Group 4: Assistant engineer (fireman)

Group 5: Oiler (other than truck cranes and gradalls)

Group 6: Oiler (on truck cranes and gradalls) stunt engineer (on truck crane and gradall)

* IRON0007-006 03/16/2009

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Ironworkers:
BRISTOL (Easton); ESSEX (Beverly Gloucester, Lynn, Lynnfield, Manchester, Marblehead Nahant, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Concord, Everett, Framingham,
Lexington, Lincoln,  
Malden, Maynard, Medford,  
Melrose, Natick, Newton,  
Reading, Sherborn,  
Somerville, Stoneham,  
Sudbury, Wakefield,  
Waltham, Watertown,  
Wayland, Weston,  
Winchester, Woburn);  
NORFOLK (Except Medway);  
SUFFOLK.....................$ 35.28            23.81

ESSEX (Amesbury, Andover,  
Boxford, Danvers, Essex,  
Grogetown, Hamilton,  
Haverhill, Ipswich,  
Lawrence, Merrimac,  
Methuen, Newbury,  
Newburyport, North  
Andover, Rockport, Rowley,  
Salisbury, Topsfield,  
Wenham, West Newbury);  
MIDDLESEX (Action,  
Billerica, Carlisle,  
Chelmsford, Dracut,  
Dunstable, Groton,  
Groveland, Littleton,  
Lowell, Middleton, North  
Reading, Pepperell,  
Tewksbury, Tyngsboro,  
Westford, Wilminton).........$ 30.87            23.81

* IRON0007-010 03/16/2009

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER........ $ 35.28</td>
<td>23.81</td>
</tr>
</tbody>
</table>

IRONWORKER.......................$ 35.28            23.81

IRON0037-005 12/29/2008

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth,  
Dighton, Fairhaven, Fall River, Freetown, Mansfield, New  
Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk,  
Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET;  
NORFOLK (Billingham, Franklin, Plainville, Wrentham)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER........ $ 30.45</td>
<td>18.37</td>
</tr>
</tbody>
</table>

IRONWORKER.................$ 30.45            18.37

LAB00014-001 12/01/2008

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer tender</td>
<td></td>
</tr>
</tbody>
</table>

Plasterer tender
BARNSTABLE, BRISTOL,  
DUKES, ESSEX, NANTUCKET,  
MIDDLESEX (with the  
exception of Arlington,  
Belmont, Burlington,  
Cambridge, Everett,
Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES.$ 26.55 15.65

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)....$ 28.50 17.05

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers:</td>
<td></td>
</tr>
<tr>
<td>Group 1..............</td>
<td>$ 28.50  17.05</td>
</tr>
<tr>
<td>Group 2..............</td>
<td>$ 28.75  17.05</td>
</tr>
<tr>
<td>Group 3..............</td>
<td>$ 28.75  17.05</td>
</tr>
<tr>
<td>Group 4..............</td>
<td>$ 29.50  17.05</td>
</tr>
<tr>
<td>Group 5..............</td>
<td>$ 29.50  17.05</td>
</tr>
<tr>
<td>Group 6..............</td>
<td>$ 30.75  17.05</td>
</tr>
<tr>
<td>Group 7..............</td>
<td>$ 22.60  17.05</td>
</tr>
</tbody>
</table>

LABORERS CLASSIFICATIONS

GROUP 1:  Laborers; Carpenter Tenders

GROUP 2:  Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erecto

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

GROUP 4:  Blaster; powderman

GROUP 5:  Pre-cast floor and roof plank erecto

GROUP 6:  Asbestos removal laborers/haz-mat laborers

GROUP 7:  Flaggers

LABO0022-010 12/01/2008
COUNTIES

BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline, Dedham and Milton)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1: $26.55</td>
<td>15.65</td>
</tr>
<tr>
<td>Group 2: $26.80</td>
<td>15.65</td>
</tr>
<tr>
<td>Group 3: $27.30</td>
<td>15.65</td>
</tr>
<tr>
<td>Group 4: $27.55</td>
<td>15.65</td>
</tr>
<tr>
<td>Group 5: $27.30</td>
<td>15.65</td>
</tr>
<tr>
<td>Group 6: $28.55</td>
<td>15.65</td>
</tr>
</tbody>
</table>

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

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

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

---

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adzeman: $28.50</td>
<td>17.05</td>
</tr>
<tr>
<td>Asbestos, Toxic: $28.50</td>
<td>17.05</td>
</tr>
<tr>
<td>Hazardous Waste: $28.50</td>
<td>17.05</td>
</tr>
<tr>
<td>Burners, Jackhammers: $29.25</td>
<td>17.05</td>
</tr>
<tr>
<td>Small Backhoes, Loaders on Tracks, Bobcat Type Loaders, and Hydraulic &quot;Brock&quot; Type Hammer Operators, Concrete Cutting Saws, Journeyman, Concrete Sawyer: $29.50</td>
<td>17.05</td>
</tr>
<tr>
<td>Wrecking Laborer: $28.50</td>
<td>17.05</td>
</tr>
<tr>
<td>Yardman Laborer (Salvage Yard Only): $24.50</td>
<td>17.05</td>
</tr>
<tr>
<td>Yardman, Burners Sawyers: $27.60</td>
<td>17.05</td>
</tr>
</tbody>
</table>

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PAIN0011-007 06/01/2008
**BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER...$ 31.43</td>
<td>13.80+A</td>
</tr>
</tbody>
</table>

**FOOTNOTE:**
A. PAID HOLIDAY: LABOR DAY (provided employee has worked any part of the week prior to Labor Day and any part of the week after Labor Day)

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>NEW CONSTRUCTION:</td>
<td></td>
</tr>
<tr>
<td>Brush, Taper.............$ 30.76</td>
<td>19.70</td>
</tr>
<tr>
<td>Spray, Sandblast..........$ 32.16</td>
<td>19.70</td>
</tr>
<tr>
<td>REPAINT:</td>
<td></td>
</tr>
<tr>
<td>Brush, Taper.............$ 28.82</td>
<td>19.70</td>
</tr>
<tr>
<td>Spray, Sandblast..........$ 30.22</td>
<td>19.70</td>
</tr>
</tbody>
</table>

---

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>NEW CONSTRUCTION:</td>
<td></td>
</tr>
<tr>
<td>Brush, Taper.............$ 36.55</td>
<td>19.70</td>
</tr>
<tr>
<td>Spray, Sandblast..........$ 37.95</td>
<td>19.70</td>
</tr>
<tr>
<td>REPAINT:</td>
<td></td>
</tr>
<tr>
<td>Brush, Taper.............$ 34.61</td>
<td>19.70</td>
</tr>
<tr>
<td>Spray, Sandblast..........$ 36.01</td>
<td>19.70</td>
</tr>
</tbody>
</table>

---

**ESSEX; MIDDLESEX; NORFOLK; SUFFOLK**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER...$ 30.76</td>
<td>19.70</td>
</tr>
</tbody>
</table>

---

**ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER...$ 35.00</td>
<td>25.76</td>
</tr>
</tbody>
</table>

---

**MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## PLASTERER

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.00</td>
<td>25.76</td>
</tr>
</tbody>
</table>

---

**PLUM0004-001 03/01/2009**

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$36.54</td>
</tr>
</tbody>
</table>

---

**PLUM0012-005 03/01/2009**


<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER</td>
<td>$44.47</td>
</tr>
</tbody>
</table>

---

**PLUM0051-004 03/01/2009**

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$33.61</td>
</tr>
</tbody>
</table>

---

**PLUM0138-001 09/01/2008**


<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber, Pipefitter, Steamfitter</td>
<td>$38.14</td>
</tr>
</tbody>
</table>

---

**PLUM0537-005 09/01/2008**

**MIDDLESEX (Arlington, Cambridge, Everett, Lincoln, Malden, Medford, Melrose, Reading, Wakefield, Winchester and Woburn), NORFOLK (Bellingham, Braintree, Brookline, Canton, Cashasset,**
(Bellingham, Braintree, Brookline, Canton Cashasset, Dedham, Foxboro, Franklin,Millis, Milton, Sharon, Walpole, Westwood, and Wrentham) ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott) SUFFOLK (Boston and Chelsea)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIPEFITTER.......................$ 45.34</td>
<td>20.06</td>
</tr>
</tbody>
</table>

ROOF0033-001 02/01/2009

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofers: All Tear-off and/or removal of any types of roofing and all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid........$ 34.56</td>
<td>19.87</td>
</tr>
</tbody>
</table>

* SFMA0550-001 03/16/2009

BRISTOL (Portion within 35 mile radius from Boston City Hall; ESSEX; MIDDLESEX (Except Ashby, Townsend, and portions of Pepperell and Shirley beyond 35 mile radius from Boston City Hall); NORFOLK; PLYMOUTH (Portion within 35 mile radius of Boston City Hall); SUFFOLK

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER.................$ 50.05</td>
<td>17.16</td>
</tr>
</tbody>
</table>

SFMA0669-001 04/01/2008

BARNSTABLE; BRISTOL (Beyond 35 mile radius of Boston City Hall); DUKES; MIDDLESEX (Ashby, Townsend, portions of Pepperell and Shirley beyond 35 mile radius of Boston City Hall); NANTUCKET; PLYMOUTH (Beyond 35 mile radius of Boston City Hall)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER.................$ 34.98</td>
<td>16.05</td>
</tr>
</tbody>
</table>

SFMA0676-001 01/01/2009

BRISTOL (Seekonk, Swansea, and Somerset)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER.................$ 38.35</td>
<td>16.25</td>
</tr>
</tbody>
</table>

SHEE0017-003 02/01/2007

BRISTOL (Attleboro, Berkley, Easton, Mansfield, North Attleboro, Norton, Raynham, Taunton); ESSEX; MIDDLESEX; NORFOLK; PLYMOUTH (except except Marion, Mattapoisett, Rochester, Wareham); SUFFOLK

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
Sheet metal worker.................$ 35.98            24.94
----------------------------------------------------------------
SHEE0017-007 02/01/2007

BARNSTABLE; BRISTOL (Acushnet, Assonet, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, New Bedford, Rehoboth, Seekonk, Somerset, Swansea, Westport); DUKES; AND NANTUCKET

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet metal worker.................$ 27.94            20.30</td>
<td></td>
</tr>
</tbody>
</table>

----------------------------------------------------------------
TEAM0379-001 06/01/2008

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
</tr>
<tr>
<td>Group 1.....................$ 29.63        11.51+A+B</td>
<td></td>
</tr>
<tr>
<td>Group 2.....................$ 29.80        11.51+A+B</td>
<td></td>
</tr>
<tr>
<td>Group 3.....................$ 29.87        11.51+A+B</td>
<td></td>
</tr>
<tr>
<td>Group 4.....................$ 29.99        11.51+A+B</td>
<td></td>
</tr>
<tr>
<td>Group 5.....................$ 30.09        11.51+A+B</td>
<td></td>
</tr>
<tr>
<td>Group 6.....................$ 30.38        11.51+A+B</td>
<td></td>
</tr>
<tr>
<td>Group 7.....................$ 30.67        11.51+A+B</td>
<td></td>
</tr>
</tbody>
</table>

POWER TRUCKS $.25 DIFFERENTIAL BY AXLE
TUNNEL WORK (UNDERGROUND ONLY) $.40 DIFFERENTIAL BY AXLE
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) $2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks
Group 2: Two axle equipment; & forklift operator
Group 3: Three axle equipment and tireman
Group 4: Four and Five Axle equipment
   Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment
Group 6: Specialized earth moving equipment over 35 tons
   Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:


B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=================================================================

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.
------------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
   * an existing published wage determination
   * a survey underlying a wage determination
   * a Wage and Hour Division letter setting forth a position on a wage determination matter
   * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

   Branch of Construction Wage Determinations
   Wage and Hour Division
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

   Wage and Hour Administrator
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION