CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING

for

BARNSTABLE MUNICIPAL AIRPORT
FEDERAL AVIATION ADMINISTRATION
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION – AERONAUTICS DIVISION
AIP 3 - 25 – 0025 – 62 - 2015

June 8, 2015

JACOBS ENGINEERING GROUP, INC.
343 Congress Street
Boston, MA 02210

NOTICE TO BIDDERS

SUBMITTAL OF BID DOCUMENTS

1. Submit the entire proposal package or specification booklit, with bid.

2. Attach the required 5% Bid Bond or certified check as bid security.

3. The Contractor's attention is called to the following pages within these Contract Documents. These are pages that **MUST** be completed by the bidder **when** submitting the bid. **THE PAGES THAT MUST BE FILLED OUT ARE CONTAINED IN THE SEPARATE PROPOSAL PACKAGE.** All the written words and figures shall be in black ink or typed. If these pages are not completed, the bid may be considered non-responsive and rejected. More specifically, the following pages must be completed:

    1. Page IB-5 & 6……Certificate of Buy American Compliance for Manufactured Products

    2. Page IB-24 ..... Certification of Non-segregated Facilities

    3. Page IB-27 ..... Bidder's Certification

    4. Page IB-28 and TB-6..... Certificate of Non-Collusion/
    ..... State Tax Certification Clause

    5. Page IB-29 ..... Contractor's Certification of Eligibility

    6. Page IB-30 and TB-5…….. Certification Occupational Safety and Health Administration (OSHA) Training

    7. Page BP-4 ..... Schedule of Prices

    8. Pages BP-5 through BP-7..... Statement of Bidders Qualifications

    9. Pages BP-8 through BP-10 ..... Bid Proposal Signatures

    10. Pages BP-12 through BP-14 ..... Bidder's Certification Requirement

    11. Pages BP-17 through BP-18 ..... Letter of Intent/Schedule of Participation

    12. Page GP-111..... Bidder's Certification

The Schedule of Prices contains unit prices that must be completed by the Contractor. Unit price bids will be considered incomplete if any of the following conditions exist:

1. Unit price in words is omitted.
2. Unit price in figures is omitted.
3. A zero or blank is used as a bid price.

All Federal DBE forms and documentation including Letters of Intent must be submitted with the bid. Supplier Diversity Office (SDO) (formerly SOMWBA) Certification of DBE's is a requirement.

NOTICE TO BIDDERS

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INVITATION FOR BIDS

The Town of Barnstable, acting through the Barnstable Municipal Airport Commission, invites sealed bid proposals for furnishing all labor and materials and performing all work in connection with a construction contract at the Barnstable Municipal Airport, Hyannis, Massachusetts as follows:

"RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING"
AIP No. 3-25-0025-62-2015

Sealed bids will be received at the office of the Purchasing Agent, Town of Barnstable, 230 South Street, Hyannis, MA no later than 6/25/2015, 2:00 pm.

A Pre-bid conference will be held at the office of the Airport Manager at the Barnstable Municipal Airport, 480 Barnstable Road, Hyannis, Massachusetts, at 11:00 AM, Thursday June 18, 2015. Contractor attendance is highly recommended but not mandatory.

A certified check or bid bond in an amount not less than 5% of the bid price for the Contract work will be required from each bidder. The bid security, made payable to the Barnstable Municipal Airport Commission, shall be as described under INSTRUCTION TO BIDDERS.

Bid documents will be available starting on Thursday June 11, 2015.

Anticipated Notice to proceed for this work is **October 1, 2015.**

The Instruction to Bidders, Bid Proposal, Contract Documents, Contract Drawings, and Contract Specifications may be examined at the office of the Purchasing Agent, Town of Barnstable, 230 South Street, Hyannis, MA

Full sized plans and specifications may be examined at the office of the Airport Manager, Barnstable Municipal Airport, Town of Barnstable, 480 Airport Road, Hyannis, MA 02601 for viewing only. Bid Documents are available for download at no cost on the Town of Barnstable website, Bid & RFP System at, www.town.barnstable.ma.us. All bidders must register on the Town of Barnstable website for this bid.

All potential bidders are required to be registered on the Town of Barnstable Bid & RFP System at www.town.barnstable.ma.us. This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Barnstable Bid & RFP System 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 or documents obtained from a source other than the Town. 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.

Any areas of this specification that is inapplicable to tree clearing, the bidder may contact the project engineer for clarification.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 3039M, and all other applicable Massachusetts General Laws. The successful bidder will be required to furnish a Labor and Materials Payment Bond and a Performance Bond each in the amount of one hundred percent (100%) of the contract amount.

The proposed development to be accomplished under this Contract will be subject to the Federal Equal Employment Opportunity (EEO) requirements of 41 CFR Part 60 and Title VI of the Civil Rights Act; the Commonwealth of Massachusetts EEO, Anti-Discrimination and Affirmative Action Programs; and the Town of Barnstable Affirmative Action Plan and Disadvantaged Business Enterprise Plan set aside for this work.

All Federal, State and local DBE forms and documentation including Letters of Intent must be submitted with the bid. Supplier Diversity Office (SDO) (formerly SOMWBA) Certification of DBE's is a requirement. Assurance and/or Certification statements of the Bidder as provided in the bid documents must be executed (signed) and submitted at the time of the bid opening. These certifications are intended to satisfy the Federal Aviation Administration (FAA), Massachusetts DOT, Aeronautics Division, and City laws relative to the non-segregation, non-discrimination, and DBE practices. The Barnstable Municipal Airport DBE plan dated October 1, 2014 is applicable. The DBE goal for this project is a minimum of 4.77% participation.

Attention of bidders, is particularly called to the requirements as to conditions of employment, the minimum wage rates to be paid under this contract and to procedures under the appropriate sections, as amended, of the General Laws of Massachusetts and the Federal Government.

The Barnstable Municipal Airport Commission reserves the right to waive any informalities or to reject any or all bids, or to accept any other than the lowest bidder, should it be deemed to be in the best interest of the Commission to do so.

No bidder may withdraw his/her bid within one hundred fifty (150) days after actual date of the bid opening.

Awarding Authority

Barnstable Municipal Airport Commission
Barnstable Municipal Airport
Hyannis, Massachusetts

INSTRUCTIONS TO BIDDERS

1. Receipt, Preparation and Opening of Bids

The Town of Barnstable, acting through the Barnstable Municipal Airport Commission (hereinafter called the OWNER), invites the sealed bid proposals to "RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING", AIP No. 3-25-0025-62-2015", at the Barnstable Municipal Airport, Hyannis, Massachusetts, to be prepared in accordance with the INSTRUCTION TO BIDDERS.

Sealed bids will be received at the office of the Purchasing Agent, Town of Barnstable, 230 South Street, Hyannis, MA no later than 6/25/2015, 2:00 pm and then publicly opened and read aloud at the office.

Bid documents will be available starting on Thursday June 11, 2015.

A Pre-bid conference will be held at the office of the Airport Manager at the Barnstable Municipal Airport, 480 Barnstable Road, Hyannis, Massachusetts, 02601 at 11:00 AM on Thursday, June 18, 2015. Contractor attendance is highly recommended, but not mandatory.

The envelope containing the bids must be sealed, addressed to the Chairman, Barnstable Municipal Airport Commission, Barnstable Municipal Airport, Hyannis, Massachusetts, 02601, bear the name and address of the bidder, and state the title as shown below of the Contract for which the bid proposal is made.

"RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING
AIP NO. 3-25-0025-62-2015"

A bid bond or cashiers check made payable to the Barnstable Municipal Airport Commission, in any amount not less than 5 percent of the totaled bid prices, must accompany the sealed bid (see Bid Security, Page IB-1).

Insert Unit Price bid in words and figures in the blank spaces provided for in the Schedule of Prices in the BID PROPOSAL.

Submit all Bid Proposals, Contract Documents and Specifications intact without changing any of the text and all entries should be made with an indelible pen.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw within one hundred fifty (150) calendar days after the actual date of the opening thereof.

2. Bid Security

Each bid proposal must be accompanied by a certified check of the bidder, treasurer's or cashier's check made payable to the Owner, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the totaled bid prices. Such cash, check or bid bonds will be returned to all except the three lowest bidders within five (5) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

3. Addenda and Interpretation

Any request from a prospective bidder for the interpretation of the meaning of the Contract Documents, Drawings

or Specifications should be in writing addressed to the Office of the Engineer, Jacobs Engineering, Airports Division, Attn: Stephen Flecchia, PE, 343 Congress Street, Boston, Massachusetts, 02210, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

4. Bonds

A Performance and a Payment Bond by a company satisfactory to the Owner, in an amount of not less than 100 percent of the Contract Price recorded in the Proposal section of the contract as executed, will be required from the successful bidder for the faithful performance of the Contract. The Performance and the Payment Bond shall be in accordance with the form attached to the Contract Documents.

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

5. Subcontractors

The submission of the name of a subcontractor in the Proposal shall be deemed to constitute an acceptance by the Contractor, if awarded the Contract, of the bid of such subcontractor. Any alteration therein, after the award of the Contract, shall be subject to the approval of the Owner.

6. Foreign Corporations

Any bidder residing or having a principal place of business outside the Commonwealth shall comply with the requirements for foreign corporations in Section 3 and 5 of Chapter 181 and Chapter 141 of the General Laws of Massachusetts.

7. Obligations of the Bidder

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

All bidders are recommended to visit the site of the work, to ascertain personally the extent and character of the work to be performed, and to familiarize themselves with conditions at the site.

Each bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The Contractor is advised that other construction activities may be ongoing, possibly in close proximity to the project site. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

The work to be performed under this Contract is subject to the provisions of Sections 22 and 23A, Chapter 7, of the General Laws (Ter. Ed.) of Massachusetts and other considerations being equal, there is a preference in the purchase of supplies and materials manufactured and sold within the State, and a second preference of supplies and materials manufactured and sold elsewhere in the United States.

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract thoroughly and they will be deemed to be included in the Contract the same as though herein written out in full. Particular reference is made to Chapter 149, sections 26 and 27, Minimum Wage Rates, of the General Laws of Massachusetts, and the Federal Wage Rates.

In the case of each proposal, the Owner reserves the right to satisfy itself as to the complete responsibility of the bidder, toward which object every bidder is required to furnish all information requested in the Proposal.

8. Insurance

The successful bidder shall be prepared to furnish certificates of workmen's compensation and statutory Public Liability Insurance in the sum of not less than that indicated in the General Provisions and Town of Barnstable Requirements, with the more stringent requirements governing. The bidder's insurance company must have, or its agent have, an address in the Commonwealth of Massachusetts.

9. Method of Award

The Owner reserves the right to reject any or all proposals for any reason the Owner deems advisable. Award of contract will be made by the Commission upon the recommendation of the Engineer to the lowest, eligible, responsive bidder meeting the requirements of the Owner, the Federal Aviation Administration and the Massachusetts DOT Aeronautics Division.

Notice of the acceptance of this proposal will be given to the successful bidder by the Owner posting a registered letter to the bidder's address stated in said proposal. If within 10 calendar days after this day when such notice was given and requested by the Owner, the successful bidder shall fail to deliver his/her bonds properly executed and his/her contract duly signed, in consideration of such failure, this proposal and acceptance, at the option of the Owner, may become null and void, and the bid guaranty accompanying his proposal shall become the property of the Owner which may proceed to accept another of the proposals.

10. Disqualification of Bidders

A bidder shall be considered disqualified for any of the following:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until such participating bidder has been reinstated by the Owner as a qualified bidder.

(c) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

(d) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.

(e) Contractor default under previous contracts with the Owner.

(f) Unsatisfactory work on previous contracts with the Owner.

(g) Unbalanced proposals in which the prices for some items are out of proportion to the prices for other items.

(h) Failure to submit a unit price for each item of work for which a bid price is required by the proposal.

(i) Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.

(j) Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

(k) Uncompleted work which, in judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

11. Public Agency Approvals

The work to be performed under this Contract is subject to approval by the Federal Aviation Administration and the Massachusetts DOT Aeronautic Division, and all drawings, specifications, and contracts therefore will be approved by the above agencies.

12. Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

13. Required Federal Contract Provisions

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States, or;
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project

cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS TITLE VI CLAUSES WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation

Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from The Barnstable Municipal Airport Commission. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Barnstable Municipal Airport Commission. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Occupational Safety and Health Act of 1970 (20	U.S. Department of Labor – Occupational Safety and

Requirement	Federal Agency with Enforcement Responsibilities
CFR Part 1910)	Health Administration

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order

to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

COPELAND "ANTI-KICKBACK" ACT

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in

which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

A. Timetables
B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the

specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the geographical areas where the contract is to be performed is in the state of Massachusetts, Barnstable County, in Hyannis.

AFFIRMATIVE ACTION PLAN.

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any

construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written

notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective

subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

_____

Name and Title of Signer (Please Type)

_____

Signature Date

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and

the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

BIDDER'S CERTIFICATION

A. Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor has participated in a previous contract subject to executive Orders 10925, 11114, or 11246 and has not filed a report due under the applicable filing requirements, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCC.

B. To effectuate these requirements, the Bidder shall complete and sign the following statement by checking the appropriate spaces.

The Bidder ____has ____has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11246, or Executive Order 11114.

The Bidder ___has ___ has not submitted all compliance reports in connection with any such contact due under the applicable filing requirements; and that representation indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontract.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-l" prior to the award of contract.

Dated _____, 2015_____

Legal Name of Person, Firm or Corporation

By: _____

Title: _____

CERTIFICATE OF NON-COLLUSION

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that proposers certify as follows:

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

_____

Signature of Individual Submitting Bid

_____

Print Name of Person Signing Bid

_____

Name of Business or Entity

_____

Date Signed

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that is will include this clause without modification in all lower tier transactions, solicitations, bids, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That, the information above is true and complete to the best of my knowledge.

Name and Title (Please Print)

Signature: _____ Date :_____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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:_____

WAGE RATE DETERMINATIONS

1. Attention shall be directed to the requirements of the paragraph hereinbefore concerning minimum wages rates and so-called fringe benefits, and to the wage rate determinations hereinafter. The Contractor shall be bound by all provisions of the wage rate and fringe benefit determinations made by the governmental agencies and by all pertinent laws controlling minimum wage rates and fringe benefits.

2. The wage rate determinations which have been or will be made for this construction project are for job classifications chosen by governmental agencies. Attention is directed to the requirements of the paragraphs herein before concerning the classification or reclassification of employees in conformance with the wage rate determinations shall not be construed as a representation of the Owner that:

    a. No other occupations will be necessary in the course of the performance of the contract work; or that

    b. Such occupations are accurate; or that

    c. The offer of payment of the stipulated rates will insure an adequate labor supply for the Contractor or any of this subcontractors.

3. The Federal wage rate determination for this Contract, as issued by the United States Department of Labor and forwarded by the Department of Transportation, has been or will be made, and such determination shall be included as part of these contract documents.

4. The following pages include a copy of the current Federal wage determination received in time for printing.

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14. Federal Wage Rates

General Decision Number: MA150013 05/08/2015 MA13

Superseded General Decision Number: MA20140013

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

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

HEAVY AND MARINE CONTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/13/2015
3	03/06/2015
4	03/20/2015
5	04/17/2015
6	05/01/2015
7	05/08/2015

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER	$ 38.25	17.04

BRMA0001-011 09/01/2013

FOXBORO CHAPTER

BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton); NORFOLK, (Bellingham, Canton, Dedham, Foxboro, Franklin, Norfolk, Norwood, Plainville, Sharon, Walpole, Westrwood, Wrentham); and PLYMOUTH (Lakeville)

	Rates	Fringes
Bricklayer/Cement Mason	$ 45.96	29.74

BRMA0001-012 09/01/2013

LOWELL CHAPTER

MIDDLESEX (Acton, Ashby, Ayer, Bedford, Billerica, Boxboro, Carlisle, Chemsford, Dracut, Dunstabale, Ft Devens, Groton, Littleton, Lowell, North Acton, Pepperell, Shirley, South Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington)

	Rates	Fringes
BRICKLAYER	$ 45.96	29.74

BRMA0001-013 09/01/2013

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

	Rates	Fringes
BRICKLAYER	$ 45.96	29.74

BRMA0003-001 08/01/2014

	Rates	Fringes
Marble & Tile Finisher	$ 37.37	27.20
Marble, Tile & Terrazzo Workers	$ 49.00	28.72
TERRAZZO FINISHER	$ 47.90	28.55

BRMA0003-003 08/01/2014

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

	Rates	Fringes
BRICKLAYER	$ 48.96	28.77

BRMA0003-011 08/01/2014

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 (North Reading, Reading, Wakefield)

	Rates	Fringes
Bricklayer/Cement Mason	$ 48.96	28.77

BRMA0003-012 08/01/2014

	Rates	Fringes
BRICKLAYER WALTHAM CHAPTER - MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester, Woburn).....	$ 48.96	28.77

BRMA0003-014 08/01/2014

QUINCY CHAPTER

PLYMOUTH COUNTY (Abington, Bridgewater, Brockton, Carver, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Middleboro, Norwell, Pembroke, Plymouth, Rockland, Scituate, West Bridgewater, Whitman)

	Rates	Fringes
Bricklayer/Cement Mason.....	$ 48.96	28.77

BRMA0003-025 08/01/2014

NEW BEDFORD CHAPTER

BARNSTABLE; BRISTOL (Acushnet, Darmouth, Fairhaven, Fall River, Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; NANTUCKET; PLYMOUTH (Marion, Mattapoisett, Rochester, Wareham)

	Rates	Fringes
Bricklayer/Cement Mason.....	$ 48.96	28.77

BRMA0003-033 08/01/2014

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

	Rates	Fringes
Bricklayer, Plasterer.....	$ 48.96	28.77

CARP0026-003 03/01/2015

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

	Rates	Fringes

CARPENTER.....$ 35.75 26.88

CARP0033-003 03/01/2015

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

	Rates	Fringes
CARPENTER.....	$ 42.30	27.38

CARP0056-001 08/01/2013

All of SUFFOLK COUNTY; and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, and PLYMOUTH COUNTIES situated INSIDE Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES and NANTUCKET COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	$ 40.10	28.57

CARP0056-002 08/01/2013

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

	Rates	Fringes
PILEDRIVERMAN.....	$ 40.10	28.57

CARP0056-003 08/01/2013

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

	Rates	Fringes
PILEDRIVERMAN.....	$ 40.10	28.57

CARP0056-004 08/01/2013

	Rates	Fringes
DIVER TENDER.....	$ 40.10	28.57
DIVER.....	$ 56.14	28.57

CARP0424-001 03/01/2015

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH (Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke Rockland, Scituate)

	Rates	Fringes

CARPENTER.....$ 35.75 26.88

CARP0624-002 03/01/2015

DUKES; NANTUCKET

	Rates	Fringes
CARPENTER	$ 42.30	27.38

CARP0624-006 03/01/2015

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); NORFOLK (Avon, Holbrook, Randolph, Stoughton); PLYMOUTH (Bridgewater, Kingston, Lakeville, Middleboro, Plymouth, S. Hanover, Whitman)

	Rates	Fringes
CARPENTER	$ 35.75	26.88

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* CARP1121-001 04/01/2015

	Rates	Fringes
MILLWRIGHT	$ 36.64	27.88

ELEC0096-001 12/01/2014

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

	Rates	Fringes
ELECTRICIAN	$ 38.37	14%+16.41
Teledata System Installer	$ 26.25	3%+18.87

ELEC0099-001 12/01/2014

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN	$ 35.33	60.73%
Teledata System Installer	$ 26.50	13.87%+13.57

ELEC0103-002 03/01/2015

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

	Rates	Fringes
ELECTRICIAN	$ 45.17	29.08

ELEC0103-004 03/01/2015

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

	Rates	Fringes
ELECTRICIAN	$ 45.17	29.08

ELEC0103-005 03/01/2015

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, Frankloin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK

	Rates	Fringes
ELECTRICIAN	$ 45.17	29.08

ELEC0104-001 08/31/2014

	Rates	Fringes
Line Construction:		
Cableman	$ 43.51	21.64+A
Equipment Operator	$ 36.98	18.93+A
Groundman	$ 23.93	12.26+A
Lineman	$ 43.51	21.64+A

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

ELEC0223-002 09/01/2014

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twps); NORFOLK (Avon, Halbrook, Randolph, Sloughton)

	Rates	Fringes
ELECTRICIAN	$ 37.31	27.75%+9.70

ENGI0004-009 12/01/2014

	Rates	Fringes
Power equipment operators:		

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     Group 1.....................$ 42.39          25.14+A
     Group 2.....................$ 41.99          25.14+A
     Group 3.....................$ 29.40          25.14+A
     Group 4.....................$ 35.33          25.14+A
     Group 5.....................$ 21.90          25.14+A
     Group 6.....................$ 25.54          25.14+A

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):
  Over 150 ft.   +2.12
  Over 185 ft.   +3.72
  Over 210 ft.   +5.23
  Over 250 ft.   +7.92
  Over 295 ft. +10.97
  Over 350 ft. +12.76

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:
  A.  PAID HOLIDAYS:  New Year's Day, Washington,s Birthday,
  Labor Day, Memorial Day, Independence Day, Patriot's Day,
  Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

  POWER EQUIPMENT OPERATORS CLASSIFICATIONS  [HEAVY
  CONSTRUCTION]
  GROUP 1:  Power shovel; crane; truck crane; derrick; pile
  driver; trenching machine; mechanical hoist pavement
  breaker; cement concrete paver; dragline; hoisting engine;
  three drum machine; pumpcrete machine; loaders; shovel
  dozer; front end loader; mucking machine; shaft hoist;
  steam engine; backhoe; gradall; cable way; fork lift;
  cherry picker; boring machine; rotary drill; post hole
  hammer; post hole digger; asphalt plant on job site;
  concrete batching and/or mixing plant on job site; crusher
  plant on job site; paving concrete mixer; timber jack
  GROUP 2:  Sonic or vibratory hammer; grader; scraper; tandem
  scraper; bulldozer; tractor; mechanic - maintenance; York
  rake; mulching machine; paving screed machine;stationary
  steam boiler; paving concrete finishing machine; grout
  pump; portable steam boiler; portable steam generator;
  roller; spreader; asphalt paver; locomotives or machines
  used in place thereof; tamper (self propelled or
  tractor-draw); cal tracks; ballast regulator;rail anchor
  machine; switch tamper; tire truck
  GROUP 3:  Pumps (1-3 grouped); compressor; welding machines
  (1-3 grouped);  generator; sighting plant; heaters (power
  driven, 1- 5); syphon-pulsometer; concrete mixer; valves
  controlling permanent plant air steam, conveyor, wellpoint
  system (operating)
GROUP 4:  Assitant engineer (fireman)
GROUP  5:  Oiler (other than truck cranes and gradalls)
GROUP 6:  Oiler (on truck cranes and gradalls)

----------------------------------------------------------------
 IRON0007-001 03/16/2015

AREA 1: BRISTOL (Easton);  ESSEX (Beverly,Gloucester,Lynn,
Lynnfield, Manchester,Marblehead,  Nahant,  Rockport, Salem,
Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont,
Burlington, Cambridge, Carlisle, Concord, Dunstable, Everett,
Framingham, Lexington, Lincoln, Malden, Maynard, Medford,
Melrose, Natick, Newton, Reading, Sherborn, Somerville,
Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland,
Weston, Winchester, Woburn); NORFOLK (Except Medway); PLYMOUTH
(Abington, Bridgewater, Brocton, Duxbury, East Bridgewater,
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Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater, Whitman); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action,Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilminton)

	Rates	Fringes
IRONWORKER		
AREA 1	$ 42.11	28.67
AREA 2	$ 37.70	28.67

IRON0007-010 03/16/2015

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

	Rates	Fringes
IRONWORKER	$ 41.81	28.67

IRON0037-002 03/16/2014

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); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

	Rates	Fringes
IRONWORKER	$ 33.56	22.77

LABO0022-006 12/01/2012

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 32.30	20.40
GROUP 2	$ 32.55	20.40
GROUP 3	$ 33.05	20.40
GROUP 4	$ 33.30	20.40
GROUP 5	$ 20.50	20.40

GROUP 6.....$ 34.30 20.40

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator

GROUP 3: Air track operator; block paver; rammer; curb setter

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

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LABO0022-012 12/01/2012

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 29.60	19.50
GROUP 2	$ 29.85	19.50
GROUP 3	$ 30.35	19.50
GROUP 4	$ 30.60	19.50
GROUP 5	$ 20.50	19.50
GROUP 6	$ 31.60	19.50

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drillperator

GROUP 3: Air track operator; block paver; rammer; curb setter; hydraulic & similar self powere drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

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LABO0022-013 12/01/2012

	Rates	Fringes
Laborers:		
(FREE AIR OPERATION): SHIELD DRIVEN AND LINER PLATE IN FREE AIR)		
GROUP 1	$ 32.90	20.30+A
GROUP 2	$ 32.90	20.30+A
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		
TEST BORING & WELL DRILLING		
Driller	$ 33.70	19.85+A
Laborer	$ 32.30	19.85+A
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		
OPEN AIR CASSON, UNDERPINNING WORK & BORING CREW		
Bottom man	$ 33.45	19.85+A
Laborers; Top man	$ 32.30	19.85+A
(TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR)		
GROUP 1	$ 30.35	20.30+A
GROUP 2	$ 40.83	20.30+A
GROUP 3	$ 40.83	20.30+A
GROUP 4	$ 40.83	20.30+A
GROUP 5	$ 40.83	20.30+A
GROUP 6	$ 42.83	20.30+A
CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)		
GROUP 1	$ 32.90	20.30+A
GROUP 2	$ 32.90	20.30+A
ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR		
GROUP 1	$ 30.35	20.30+A
GROUP 2	$ 32.90	20.30+A
GROUP 3	$ 32.90	20.30+A
GROUP 4	$ 32.90	20.30+A
GROUP 5	$ 34.90	20.30+A

LABORERS CLASSIFICATIONS for TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR

GROUP 1: Powder watchman; Top man on iron bolt; change house attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer; outside lock tender; lock tender; guage tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the "HOT" zone. (A premium of two dollars $2.00 per hour over the basic wage rate.

LABORERS CLASSIFICATIONS for (FREE AIR OPERATION): SHIELD DRIVEN AND LINER PLATE IN FREE AIR

GROUP 1: Miner; miner welder; conveyor operator; motorman; mucking machine operator; nozzle man; grout man-; pumps, shaft and tunnel steel and rodman; shield and erector arm operators, mole nipper, outside motorman, burner, TBM operator, safety miner; laborer topside; heading motormen; erecting operators; top signal men

GROUP 2: Brakeman; trackman

LABORERS CLASSIFICATIONS FOR CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)

GROUP 1: Concrete workers; strippers and form movers (wood & steel), cement finisher

GROUP 2: Form erector (wood & steel and all accessories)

LABORERS CLASSIFICATIONS for ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNE IN FREE AIR

GROUP 1: Change house attendants

GROUP 2: Laborers, topside, bottom men (when heading is 50 ft. from shaft) and all other laborers

GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

GROUP 5: Hazardous Waste work within the "HOT" zone. (A premium of two dollars $2.00 per hour over the basic wage rate)

FOOTNOTE FOR LABORERS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day

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LABO1421-001 06/01/2014

WRECKING LABORERS:

	Rates	Fringes
Laborers: (Wrecking)		
Group 1	$ 34.25	20.85
Group 2	$ 35.00	20.85
Group 3	$ 35.25	20.85
Group 4	$ 30.25	20.85
Group 5	$ 33.35	20.85
Group 6	$ 34.25	20.85

Group 1: Adzeman, Wrecking Laborer.
Group 2: Burners, Jackhammers.
Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws.
Group 4: Yardman (Salvage Yard Only).
Group 5: Yardman, Burners, Sawyers.
Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0035-001 01/01/2015

BARNSTABLE BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH
(Remainder of NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES)

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Bridge	$ 46.76	25.95
Brush, Taper	$ 36.26	25.95
Spray, Sandblast	$ 37.66	25.95
REPAINT:		
Bridge	$ 46.76	25.95
Brush, Taper	$ 34.32	25.95
Spray, Sandblast	$ 35.72	25.95

PAIN0035-015 01/01/2015

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

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper	$ 42.05	25.95
Spray, Sandblast	$ 43.45	25.95
REPAINT:		
Bridge	$ 46.76	25.95
Brush, Taper	$ 40.11	25.95
Spray, Sandblast	$ 41.51	25.95

PLAS0534-001 07/01/2014

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...$ 37.25 32.26

PLUM0004-001 09/01/2014

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

	Rates	Fringes
Plumbers and Pipefitters.....$	41.11	24.71

PLUM0012-001 09/01/2013

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence,Manchester, Marblehead, Merrimac, Methuem, Middleton, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Topsfieild, Wenham, West Newbury)

	Rates	Fringes
PLUMBER.....$	44.98	24.56

PLUM0012-003 09/01/2013

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen, Middleton, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West Newbury)

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....$	44.98	24.56

PLUM0012-006 09/01/2013

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott); MIDDLESEX (Acton, Arlington, Ashland, Ayer - except W. of Greenville Branch of Boston & Maine RR, Bedford, Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover,Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK

	Rates	Fringes
PLUMBER	$ 49.06	24.56

PLUM0051-005 03/01/2014

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph, Stoughton) PLYMOUTH(Remainder of County)

	Rates	Fringes
Plumbers and Pipefitters	$ 35.51	27.32

PLUM0537-001 03/01/2015

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Wakefield, Winchester and Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton Cashasset, Dedham, Foxboro, Franklin, Millis, Milton, Sharon, Walpole, Westwood, and Wrenthan); PLYMOUTH (Hingham, Hull, Scituate); ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence,Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuem, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfieild, Wenham, West Newbury)

	Rates	Fringes
PIPEFITTER	$ 49.69	27.76

TEAM0379-001 08/01/2013

	Rates	Fringes
Truck drivers:		
Group 1	$ 30.78	18.37+A+B
Group 2	$ 30.95	18.37+A+B
Group 3	$ 31.02	18.37+A+B
Group 4	$ 31.14	18.37+A+B
Group 5	$ 31.24	18.37+A+B
Group 6	$ 31.53	18.37+A+B
Group 7	$ 31.82	18.37+A+B

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

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons

other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

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

==========

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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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.

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END OF GENERAL DECISION

General Decision Number: MA150005 03/20/2015 MA5

Superseded General Decision Number: MA20140005

State: Massachusetts

Construction Type: Highway

Counties: Barnstable, Dukes and Nantucket Counties in Massachusetts.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/20/2015

* CARP0624-001 03/01/2015

	Rates	Fringes
CARPENTER (Excluding Dock Building)	$ 35.75	26.88

ENGI0004-002 12/01/2014

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
Power equipment operators:		
Grader; Roller (all types)	$ 41.99	25.14+A

FOOTNOTE:
A. PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Patriot's Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day

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TEAM0379-002 08/01/2013

	Rates	Fringes
Truck drivers:		
Three-Axle	$ 31.02	18.37+A+B

FOOTNOTES FOR TRUCK DRIVERS:

A. PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION:
Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

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SUMA1990-002 04/01/1990

	Rates	Fringes
Laborers:		
Unskilled (Excluding Fence and Guardrail)	$ 15.45	4.29
Power Equipment Operator		
Backhoe	$ 21.81	3.98

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)).

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

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

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

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

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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:

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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:

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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:

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

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

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END OF GENERAL DECISION

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15. State Wage Rates

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CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

RONALD L. WALKER, II
Secretary

JEAN ZEILER
Acting Director

Awarding Authority: Town of Barnstable

Contract Number:

City/Town: BARNSTABLE

Description of Work: Runway 15 Visibility Zone (RVZ) Tree Clearing Project - All equipment and labor to provide runway tree clearing as specified.

Job Location: 480 Barnstable Road, Hyannis, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 05/29/2015 **Wage Request Number:** 20150529-011

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2014	$31.30	$9.91	$9.33	$0.00	$50.54
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2015	$31.65	$9.91	$9.33	$0.00	$50.89
	08/01/2015	$31.65	$10.41	$9.33	$0.00	$51.39
	12/01/2015	$31.65	$10.41	$10.08	$0.00	$52.14
	06/01/2016	$32.15	$10.41	$10.08	$0.00	$52.64
	08/01/2016	$32.15	$10.91	$10.08	$0.00	$53.14
	12/01/2016	$32.15	$10.91	$10.89	$0.00	$53.95
(3 AXLE) DRIVER - EQUIPMENT	12/01/2014	$31.37	$9.91	$9.33	$0.00	$50.61
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2015	$31.72	$9.91	$9.33	$0.00	$50.96
	08/01/2015	$31.72	$10.41	$9.33	$0.00	$51.46
	12/01/2015	$31.72	$10.41	$10.08	$0.00	$52.21
	06/01/2016	$32.22	$10.41	$10.08	$0.00	$52.71
	08/01/2016	$32.22	$10.91	$10.08	$0.00	$53.21
	12/01/2016	$32.22	$10.91	$10.89	$0.00	$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2014	$31.49	$9.91	$9.33	$0.00	$50.73
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2015	$31.84	$9.91	$9.33	$0.00	$51.08
	08/01/2015	$31.84	$10.41	$9.33	$0.00	$51.58
	12/01/2015	$31.84	$10.41	$10.08	$0.00	$52.33
	06/01/2016	$32.34	$10.41	$10.08	$0.00	$52.83
	08/01/2016	$32.34	$10.91	$10.08	$0.00	$53.33
	12/01/2016	$32.34	$10.91	$10.89	$0.00	$54.14
ADS/SUBMERSIBLE PILOT	08/01/2014	$87.36	$9.80	$18.17	$0.00	$115.33
PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	$90.51	$9.80	$18.17	$0.00	$118.48
AIR TRACK OPERATOR	12/01/2014	$31.40	$7.30	$12.30	$0.00	$51.00
LABORERS - ZONE 2	06/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	12/01/2015	$32.40	$7.30	$12.30	$0.00	$52.00
	06/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
	12/01/2016	$33.65	$7.30	$12.30	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS WORKER (PIPES & TANKS)	12/01/2014	$32.48	$10.40	$5.95	$0.00	$48.83
HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)	06/01/2015	$33.43	$10.40	$5.95	$0.00	$49.78
	12/01/2015	$34.38	$10.40	$5.95	$0.00	$50.73
ASPHALT RAKER	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
LABORERS - ZONE 2	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2014	$42.39	$10.00	$14.30	$0.00	$66.69
OPERATING ENGINEERS LOCAL 4	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$14.30	$0.00	$66.69
	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 2*	12/01/2014	$31.40	$7.30	$12.30	$0.00	$51.00
	06/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	12/01/2015	$32.40	$7.30	$12.30	$0.00	$52.00
	06/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
	12/01/2016	$33.65	$7.30	$12.30	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2010	$37.70	$6.97	$11.18	$0.00	$55.85

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$24.51	$6.97	$11.18	$0.00	$42.66
2	65	$24.51	$6.97	$11.18	$0.00	$42.66
3	70	$26.39	$6.97	$11.18	$0.00	$44.54
4	75	$28.28	$6.97	$11.18	$0.00	$46.43
5	80	$30.16	$6.97	$11.18	$0.00	$48.31
6	85	$32.05	$6.97	$11.18	$0.00	$50.20
7	90	$33.93	$6.97	$11.18	$0.00	$52.08
8	95	$35.82	$6.97	$11.18	$0.00	$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (NEW BEDFORD)*	02/01/2015	$48.96	$10.18	$18.50	$0.00	$77.64
	08/01/2015	$49.86	$10.18	$18.57	$0.00	$78.61
	02/01/2016	$50.43	$10.18	$18.57	$0.00	$79.18
	08/01/2016	$51.33	$10.18	$18.65	$0.00	$80.16
	02/01/2017	$51.90	$10.18	$18.65	$0.00	$80.73

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.48	$10.18	$18.50	$0.00	$53.16
2	60	$29.38	$10.18	$18.50	$0.00	$58.06
3	70	$34.27	$10.18	$18.50	$0.00	$62.95
4	80	$39.17	$10.18	$18.50	$0.00	$67.85
5	90	$44.06	$10.18	$18.50	$0.00	$72.74

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.93	$10.18	$18.57	$0.00	$53.68
2	60	$29.92	$10.18	$18.57	$0.00	$58.67
3	70	$34.90	$10.18	$18.57	$0.00	$63.65
4	80	$39.89	$10.18	$18.57	$0.00	$68.64
5	90	$44.87	$10.18	$18.57	$0.00	$73.62

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2014	$35.70	$7.30	$13.15	$0.00	$56.15
	06/01/2015	$36.45	$7.30	$13.15	$0.00	$56.90
	12/01/2015	$37.20	$7.30	$13.15	$0.00	$57.65
	06/01/2016	$37.95	$7.30	$13.15	$0.00	$58.40
	12/01/2016	$38.95	$7.30	$13.15	$0.00	$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2014	$34.55	$7.30	$13.15	$0.00	$55.00
	06/01/2015	$35.30	$7.30	$13.15	$0.00	$55.75
	12/01/2015	$36.05	$7.30	$13.15	$0.00	$56.50
	06/01/2016	$36.80	$7.30	$13.15	$0.00	$57.25
	12/01/2016	$37.80	$7.30	$13.15	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2014	$34.55	$7.30	$13.15	$0.00	$55.00
	06/01/2015	$35.30	$7.30	$13.15	$0.00	$55.75
	12/01/2015	$36.05	$7.30	$13.15	$0.00	$56.50
	06/01/2016	$36.80	$7.30	$13.15	$0.00	$57.25
	12/01/2016	$37.80	$7.30	$13.15	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	03/01/2015	$35.75	$9.80	$16.48	$0.00	$62.03

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.88	$9.80	$1.63	$0.00	$29.31
2	60	$21.45	$9.80	$1.63	$0.00	$32.88
3	70	$25.03	$9.80	$11.59	$0.00	$46.42
4	75	$26.81	$9.80	$11.59	$0.00	$48.20
5	80	$28.60	$9.80	$13.22	$0.00	$51.62
6	80	$28.60	$9.80	$13.22	$0.00	$51.62
7	90	$32.18	$9.80	$14.85	$0.00	$56.83
8	90	$32.18	$9.80	$14.85	$0.00	$56.83

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (NEW BEDFORD)*	01/01/2015	$44.90	$10.90	$18.71	$1.30	$75.81
	07/01/2015	$45.82	$10.90	$18.71	$1.30	$76.73
	01/01/2016	$46.44	$10.90	$18.71	$1.30	$77.35

Apprentice - *CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)*

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.45	$10.90	$12.21	$1.30	$46.86
2	60	$26.94	$10.90	$13.71	$1.30	$52.85
3	65	$29.19	$10.90	$14.71	$1.30	$56.10
4	70	$31.43	$10.90	$15.71	$1.30	$59.34
5	75	$33.68	$10.90	$16.71	$1.30	$62.59
6	80	$35.92	$10.90	$17.71	$1.30	$65.83
7	90	$40.41	$10.90	$18.71	$1.30	$71.32

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.91	$10.90	$12.21	$1.30	$47.32
2	60	$27.49	$10.90	$13.71	$1.30	$53.40
3	65	$29.78	$10.90	$14.71	$1.30	$56.69
4	70	$32.07	$10.90	$15.71	$1.30	$59.98
5	75	$34.37	$10.90	$16.71	$1.30	$63.28
6	80	$36.66	$10.90	$17.71	$1.30	$66.57
7	90	$41.24	$10.90	$18.71	$1.30	$72.15

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$43.39	$10.00	$14.30	$0.00	$67.69
	06/01/2015	$43.83	$10.00	$14.55	$0.00	$68.38
	12/01/2015	$45.08	$10.00	$14.55	$0.00	$69.63
	06/01/2016	$45.83	$10.00	$14.55	$0.00	$70.38
	12/01/2016	$47.08	$10.00	$14.55	$0.00	$71.63
	06/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
	12/01/2017	$49.08	$10.00	$14.55	$0.00	$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$29.40	$10.00	$14.30	$0.00	$53.70
	06/01/2015	$29.61	$10.00	$14.55	$0.00	$54.16
	12/01/2015	$30.48	$10.00	$14.55	$0.00	$55.03
	06/01/2016	$31.00	$10.00	$14.55	$0.00	$55.55
	12/01/2016	$31.87	$10.00	$14.55	$0.00	$56.42
	06/01/2017	$32.56	$10.00	$14.55	$0.00	$57.11
	12/01/2017	$33.25	$10.00	$14.55	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2015	$47.66	$7.85	$16.10	$0.00	$71.61
	07/01/2015	$48.56	$7.85	$16.10	$0.00	$72.51
	01/01/2016	$49.51	$7.85	$16.10	$0.00	$73.46
	07/01/2016	$50.46	$7.85	$16.10	$0.00	$74.41
	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.83	$7.85	$0.00	$0.00	$31.68
2	55	$26.21	$7.85	$3.66	$0.00	$37.72
3	60	$28.60	$7.85	$3.99	$0.00	$40.44
4	65	$30.98	$7.85	$4.32	$0.00	$43.15
5	70	$33.36	$7.85	$14.11	$0.00	$55.32
6	75	$35.75	$7.85	$14.44	$0.00	$58.04
7	80	$38.13	$7.85	$14.77	$0.00	$60.75
8	90	$42.89	$7.85	$15.44	$0.00	$66.18

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.28	$7.85	$0.00	$0.00	$32.13
2	55	$26.71	$7.85	$3.66	$0.00	$38.22
3	60	$29.14	$7.85	$3.99	$0.00	$40.98
4	65	$31.56	$7.85	$4.32	$0.00	$43.73
5	70	$33.99	$7.85	$14.11	$0.00	$55.95
6	75	$36.42	$7.85	$14.44	$0.00	$58.71
7	80	$38.85	$7.85	$14.77	$0.00	$61.47
8	90	$43.70	$7.85	$15.44	$0.00	$66.99

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN *LABORERS - ZONE 2*	12/01/2014	$34.75	$7.30	$12.95	$0.00	$55.00
	06/01/2015	$35.50	$7.30	$12.95	$0.00	$55.75
	12/01/2015	$36.25	$7.30	$12.95	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 2*	12/01/2014	$35.75	$7.30	$12.95	$0.00	$56.00
	06/01/2015	$36.50	$7.30	$12.95	$0.00	$56.75
	12/01/2015	$37.25	$7.30	$12.95	$0.00	$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS *LABORERS - ZONE 2*	12/01/2014	$35.50	$7.30	$12.95	$0.00	$55.75
	06/01/2015	$36.25	$7.30	$12.95	$0.00	$56.50
	12/01/2015	$37.00	$7.30	$12.95	$0.00	$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 2*	12/01/2014	$35.75	$7.30	$12.95	$0.00	$56.00
	06/01/2015	$36.50	$7.30	$12.95	$0.00	$56.75
	12/01/2015	$37.25	$7.30	$12.95	$0.00	$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 2*	12/01/2014	$35.50	$7.30	$12.95	$0.00	$55.75
	06/01/2015	$36.25	$7.30	$12.95	$0.00	$56.50
	12/01/2015	$37.00	$7.30	$12.95	$0.00	$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER *LABORERS - ZONE 2*	12/01/2014	$34.75	$7.30	$12.95	$0.00	$55.00
	06/01/2015	$35.50	$7.30	$12.95	$0.00	$55.75
	12/01/2015	$36.25	$7.30	$12.95	$0.00	$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$58.24	$9.80	$18.17	$0.00	$86.21
	08/01/2015	$60.34	$9.80	$18.17	$0.00	$88.31
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$41.60	$9.80	$18.17	$0.00	$69.57
	08/01/2015	$43.10	$9.80	$18.17	$0.00	$71.07
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$62.40	$9.80	$18.17	$0.00	$90.37
	08/01/2015	$64.65	$9.80	$18.17	$0.00	$92.62
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$87.36	$9.80	$18.17	$0.00	$115.33
	08/01/2015	$90.51	$9.80	$18.17	$0.00	$118.48
ELECTRICIAN *ELECTRICIANS LOCAL 223*	09/01/2014	$37.31	$8.00	$11.03	$0.00	$56.34
	09/01/2015	$38.31	$8.40	$11.28	$0.00	$57.99
	09/01/2016	$39.21	$8.90	$11.51	$0.00	$59.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 223*

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.92	$0.00	$0.45	$0.00	$15.37
2	42	$15.67	$0.00	$0.47	$0.00	$16.14
3	45	$16.79	$8.00	$0.50	$0.00	$25.29
4	48	$17.91	$8.00	$3.30	$0.00	$29.21
5	50	$18.66	$8.00	$3.41	$0.00	$30.07
6	55	$20.52	$8.00	$3.68	$0.00	$32.20
7	60	$22.39	$8.00	$3.94	$0.00	$34.33
8	65	$24.25	$8.00	$4.22	$0.00	$36.47
9	70	$26.12	$8.00	$4.48	$0.00	$38.60
10	75	$27.98	$8.00	$4.76	$0.00	$40.74

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$15.32	$0.00	$0.46	$0.00	$15.78
2	42	$16.09	$0.00	$0.48	$0.00	$16.57
3	45	$17.24	$8.40	$0.52	$0.00	$26.16
4	48	$18.39	$8.40	$3.36	$0.00	$30.15
5	50	$19.16	$8.40	$3.47	$0.00	$31.03
6	55	$21.07	$8.40	$3.75	$0.00	$33.22
7	60	$22.99	$8.40	$4.03	$0.00	$35.42
8	65	$24.90	$8.40	$4.31	$0.00	$37.61
9	70	$26.82	$8.40	$5.28	$0.00	$40.50
10	75	$28.73	$8.40	$4.86	$0.00	$41.99

Notes:

Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2015	$53.30	$13.58	$14.21	$0.00	$81.09
	01/01/2016	$54.53	$14.43	$14.96	$0.00	$83.92
	01/01/2017	$55.86	$15.28	$15.71	$0.00	$86.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.65	$13.58	$0.00	$0.00	$40.23
2	55	$29.32	$13.58	$14.21	$0.00	$57.11
3	65	$34.65	$13.58	$14.21	$0.00	$62.44
4	70	$37.31	$13.58	$14.21	$0.00	$65.10
5	80	$42.64	$13.58	$14.21	$0.00	$70.43

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.27	$14.43	$0.00	$0.00	$41.70
2	55	$29.99	$14.43	$14.96	$0.00	$59.38
3	65	$35.44	$14.43	$14.96	$0.00	$64.83
4	70	$38.17	$14.43	$14.96	$0.00	$67.56
5	80	$43.62	$14.43	$14.96	$0.00	$73.01

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2015	$37.31	$13.58	$14.21	$0.00	$65.10
	01/01/2016	$38.17	$14.43	$14.96	$0.00	$67.56
	01/01/2017	$39.10	$15.28	$15.71	$0.00	$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2015	$40.22	$10.00	$14.30	$0.00	$64.52
	11/01/2015	$40.80	$10.00	$14.30	$0.00	$65.10
	05/01/2016	$41.69	$10.00	$14.30	$0.00	$65.99
	11/01/2016	$42.28	$10.00	$14.30	$0.00	$66.58
	05/01/2017	$43.16	$10.00	$14.30	$0.00	$67.46
	11/01/2017	$43.89	$10.00	$14.30	$0.00	$68.19
	05/01/2018	$44.60	$10.00	$14.30	$0.00	$68.90
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2015	$41.65	$10.00	$14.30	$0.00	$65.95
	11/01/2015	$42.24	$10.00	$14.30	$0.00	$66.54
	05/01/2016	$43.13	$10.00	$14.30	$0.00	$67.43
	11/01/2016	$43.73	$10.00	$14.30	$0.00	$68.03
	05/01/2017	$44.62	$10.00	$14.30	$0.00	$68.92
	11/01/2017	$45.35	$10.00	$14.30	$0.00	$69.65
	05/01/2018	$46.07	$10.00	$14.30	$0.00	$70.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2015	$21.68	$10.00	$14.30	$0.00	$45.98
	11/01/2015	$22.02	$10.00	$14.30	$0.00	$46.32
	05/01/2016	$22.54	$10.00	$14.30	$0.00	$46.84
	11/01/2016	$22.89	$10.00	$14.30	$0.00	$47.19
	05/01/2017	$23.42	$10.00	$14.30	$0.00	$47.72
	11/01/2017	$23.84	$10.00	$14.30	$0.00	$48.14
	05/01/2018	$24.27	$10.00	$14.30	$0.00	$48.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 223*	09/01/2014	$37.31	$8.00	$11.03	$0.00	$56.34
	09/01/2015	$38.31	$8.40	$11.28	$0.00	$57.99
	09/01/2016	$39.21	$8.90	$11.51	$0.00	$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING*ELECTRICIANS LOCAL 223*	09/01/2014	$31.71	$8.00	$9.38	$0.00	$49.09
	09/01/2015	$32.56	$8.40	$9.59	$0.00	$50.55
	09/01/2016	$33.33	$8.90	$9.78	$0.00	$52.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$35.33	$10.00	$14.30	$0.00	$59.63
	06/01/2015	$35.64	$10.00	$14.55	$0.00	$60.19
	12/01/2015	$36.69	$10.00	$14.55	$0.00	$61.24
	06/01/2016	$37.31	$10.00	$14.55	$0.00	$61.86
	12/01/2016	$38.35	$10.00	$14.55	$0.00	$62.90
	06/01/2017	$39.19	$10.00	$14.55	$0.00	$63.74
	12/01/2017	$40.02	$10.00	$14.55	$0.00	$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	12/01/2014	$20.50	$7.30	$12.30	$0.00	$40.10
	06/01/2015	$20.50	$7.30	$12.30	$0.00	$40.10
	12/01/2015	$20.50	$7.30	$12.30	$0.00	$40.10
	06/01/2016	$20.50	$7.30	$12.30	$0.00	$40.10
	12/01/2016	$20.50	$7.30	$12.30	$0.00	$40.10
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE II*	09/01/2014	$38.09	$9.80	$17.21	$0.00	$65.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *FLOORCOVERER - Local 2168 Zone II*

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.05	$9.80	$1.79	$0.00	$30.64
2	55	$20.95	$9.80	$1.79	$0.00	$32.54
3	60	$22.85	$9.80	$11.84	$0.00	$44.49
4	65	$24.76	$9.80	$11.84	$0.00	$46.40
5	70	$26.66	$9.80	$13.63	$0.00	$50.09
6	75	$28.57	$9.80	$13.63	$0.00	$52.00
7	80	$30.47	$9.80	$15.42	$0.00	$55.69
8	85	$32.38	$9.80	$15.42	$0.00	$57.60

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$14.30	$0.00	$66.69
	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$29.40	$10.00	$14.30	$0.00	$53.70
	06/01/2015	$29.61	$10.00	$14.55	$0.00	$54.16
	12/01/2015	$30.48	$10.00	$14.55	$0.00	$55.03
	06/01/2016	$31.00	$10.00	$14.55	$0.00	$55.55
	12/01/2016	$31.87	$10.00	$14.55	$0.00	$56.42
	06/01/2017	$32.56	$10.00	$14.55	$0.00	$57.11
	12/01/2017	$33.25	$10.00	$14.55	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 1333*	06/01/2014	$34.58	$9.80	$7.75	$0.00	$52.13
	06/01/2015	$35.08	$10.25	$8.00	$0.00	$53.33
	06/01/2016	$35.58	$10.70	$8.25	$0.00	$54.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *GLAZIER - Local 1333*

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.29	$9.80	$1.00	$0.00	$28.09
2	56	$19.45	$9.80	$1.00	$0.00	$30.25
3	63	$21.61	$9.80	$1.50	$0.00	$32.91
4	69	$23.77	$9.80	$1.50	$0.00	$35.07
5	75	$25.94	$9.80	$2.00	$0.00	$37.74
6	81	$28.10	$9.80	$2.00	$0.00	$39.90
7	88	$30.26	$9.80	$7.75	$0.00	$47.81
8	94	$32.42	$9.80	$7.75	$0.00	$49.97

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.54	$10.25	$1.00	$0.00	$28.79
2	56	$19.73	$10.25	$1.00	$0.00	$30.98
3	63	$21.93	$10.25	$1.50	$0.00	$33.68
4	69	$24.12	$10.25	$1.50	$0.00	$35.87
5	75	$26.31	$10.25	$2.00	$0.00	$38.56
6	81	$28.50	$10.25	$2.00	$0.00	$40.75
7	88	$30.70	$10.25	$8.00	$0.00	$48.95
8	94	$32.89	$10.25	$8.00	$0.00	$51.14

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$14.30	$0.00	$66.69
	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$23.31	$10.00	$0.00	$0.00	$33.31
2	60	$25.43	$10.00	$14.30	$0.00	$49.73
3	65	$27.55	$10.00	$14.30	$0.00	$51.85
4	70	$29.67	$10.00	$14.30	$0.00	$53.97
5	75	$31.79	$10.00	$14.30	$0.00	$56.09
6	80	$33.91	$10.00	$14.30	$0.00	$58.21
7	85	$36.03	$10.00	$14.30	$0.00	$60.33
8	90	$38.15	$10.00	$14.30	$0.00	$62.45

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$23.56	$10.00	$0.00	$0.00	$33.56
2	60	$25.70	$10.00	$14.55	$0.00	$50.25
3	65	$27.84	$10.00	$14.55	$0.00	$52.39
4	70	$29.98	$10.00	$14.55	$0.00	$54.53
5	75	$32.12	$10.00	$14.55	$0.00	$56.67
6	80	$34.26	$10.00	$14.55	$0.00	$58.81
7	85	$36.41	$10.00	$14.55	$0.00	$60.96
8	90	$38.55	$10.00	$14.55	$0.00	$63.10

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - B*	04/01/2015	$35.60	$10.20	$13.72	$1.79	$61.31
	10/01/2015	$36.10	$10.20	$13.72	$1.79	$61.81
	04/01/2016	$36.60	$10.20	$13.72	$1.79	$62.31
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 223*	09/01/2014	$37.31	$8.00	$11.03	$0.00	$56.34
	09/01/2015	$38.31	$8.40	$11.28	$0.00	$57.99
	09/01/2016	$39.21	$8.90	$11.51	$0.00	$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - B*	04/01/2015	$35.60	$10.20	$13.72	$1.79	$61.31
	10/01/2015	$36.10	$10.20	$13.72	$1.79	$61.81
	04/01/2016	$36.60	$10.20	$13.72	$1.79	$62.31
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PLUMBERS & PIPEFITTERS LOCAL 51*	03/01/2015	$36.63	$11.00	$15.35	$0.00	$62.98
	09/01/2015	$37.38	$11.00	$15.35	$0.00	$63.73
	03/01/2016	$38.13	$11.00	$15.35	$0.00	$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC *PLUMBERS & PIPEFITTERS LOCAL 51*	03/01/2015	$36.63	$11.00	$15.35	$0.00	$62.98
	09/01/2015	$37.38	$11.00	$15.35	$0.00	$63.73
	03/01/2016	$38.13	$11.00	$15.35	$0.00	$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 2*	12/01/2014	$31.40	$7.30	$12.30	$0.00	$51.00
	06/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	12/01/2015	$32.40	$7.30	$12.30	$0.00	$52.00
	06/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
	12/01/2016	$33.65	$7.30	$12.30	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)*	09/01/2014	$38.98	$11.25	$12.60	$0.00	$62.83

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

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.49	$11.25	$11.00	$0.00	$41.74
2	60	$23.39	$11.25	$11.32	$0.00	$45.96
3	70	$27.29	$11.25	$11.64	$0.00	$50.18
4	80	$31.18	$11.25	$11.96	$0.00	$54.39

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 37*	03/16/2015	$33.96	$7.70	$15.45	$0.00	$57.11
	09/16/2015	$34.66	$7.70	$15.45	$0.00	$57.81
	03/16/2016	$35.36	$7.70	$15.45	$0.00	$58.51

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 37*

Effective Date - 03/16/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	$23.77	$7.70	$15.45	$0.00	$46.92
2	75	$25.47	$7.70	$15.45	$0.00	$48.62
3	80	$27.17	$7.70	$15.45	$0.00	$50.32
4	85	$28.87	$7.70	$15.45	$0.00	$52.02
5	90	$30.56	$7.70	$15.45	$0.00	$53.71
6	95	$32.26	$7.70	$15.45	$0.00	$55.41

Effective Date - 09/16/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	$24.26	$7.70	$15.45	$0.00	$47.41
2	75	$26.00	$7.70	$15.45	$0.00	$49.15
3	80	$27.73	$7.70	$15.45	$0.00	$50.88
4	85	$29.46	$7.70	$15.45	$0.00	$52.61
5	90	$31.19	$7.70	$15.45	$0.00	$54.34
6	95	$32.93	$7.70	$15.45	$0.00	$56.08

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER *LABORERS - ZONE 2*	12/01/2014	$30.65	$7.30	$12.30	$0.00	$50.25
	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.39	$7.30	$12.30	$0.00	$37.99
2	70	$21.46	$7.30	$12.30	$0.00	$41.06
3	80	$24.52	$7.30	$12.30	$0.00	$44.12
4	90	$27.59	$7.30	$12.30	$0.00	$47.19

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.69	$7.30	$12.30	$0.00	$38.29
2	70	$21.81	$7.30	$12.30	$0.00	$41.41
3	80	$24.92	$7.30	$12.30	$0.00	$44.52
4	90	$28.04	$7.30	$12.30	$0.00	$47.64

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 2*	12/01/2014	$30.65	$7.30	$12.30	$0.00	$50.25
	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 2*	12/01/2014	$30.65	$7.30	$12.30	$0.00	$50.25
	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 2*	12/01/2014	$30.85	$7.30	$12.25	$0.00	$50.40
	06/01/2015	$31.35	$7.30	$12.25	$0.00	$50.90
	12/01/2015	$31.85	$7.30	$12.25	$0.00	$51.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 2*	12/01/2014	$30.65	$7.30	$12.30	$0.00	$50.25
	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 2*	12/01/2014	$30.65	$7.30	$12.30	$0.00	$50.25
	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2015	$37.37	$10.18	$17.18	$0.00	$64.73
	08/01/2015	$38.08	$10.18	$17.25	$0.00	$65.51
	02/01/2016	$38.53	$10.18	$17.25	$0.00	$65.96
	08/01/2016	$39.23	$10.18	$17.33	$0.00	$66.74
	02/01/2017	$39.69	$10.18	$17.33	$0.00	$67.20

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

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.69	$10.18	$17.18	$0.00	$46.05
2	60	$22.42	$10.18	$17.18	$0.00	$49.78
3	70	$26.16	$10.18	$17.18	$0.00	$53.52
4	80	$29.90	$10.18	$17.18	$0.00	$57.26
5	90	$33.63	$10.18	$17.18	$0.00	$60.99

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.04	$10.18	$17.25	$0.00	$46.47
2	60	$22.85	$10.18	$17.25	$0.00	$50.28
3	70	$26.66	$10.18	$17.25	$0.00	$54.09
4	80	$30.46	$10.18	$17.25	$0.00	$57.89
5	90	$34.27	$10.18	$17.25	$0.00	$61.70

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2015	$49.00	$10.18	$18.50	$0.00	$77.68
	08/01/2015	$49.90	$10.18	$18.57	$0.00	$78.65
	02/01/2016	$50.47	$10.18	$18.57	$0.00	$79.22
	08/01/2016	$51.37	$10.18	$18.65	$0.00	$80.20
	02/01/2017	$51.94	$10.18	$18.65	$0.00	$80.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.50	$10.18	$18.50	$0.00	$53.18
2	60	$29.40	$10.18	$18.50	$0.00	$58.08
3	70	$34.30	$10.18	$18.50	$0.00	$62.98
4	80	$39.20	$10.18	$18.50	$0.00	$67.88
5	90	$44.10	$10.18	$18.50	$0.00	$72.78

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.95	$10.18	$18.57	$0.00	$53.70
2	60	$29.94	$10.18	$18.57	$0.00	$58.69
3	70	$34.93	$10.18	$18.57	$0.00	$63.68
4	80	$39.92	$10.18	$18.57	$0.00	$68.67
5	90	$44.91	$10.18	$18.57	$0.00	$73.66

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) *MILLWRIGHTS LOCAL 1121 - Zone 2*	04/01/2015	$34.69	$9.80	$16.21	$0.00	$60.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 2*

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$19.08	$9.80	$4.48	$0.00	$33.36
2	65	$22.55	$9.80	$13.36	$0.00	$45.71
3	75	$26.02	$9.80	$14.18	$0.00	$50.00
4	85	$29.49	$9.80	$14.99	$0.00	$54.28

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$21.90	$10.00	$14.30	$0.00	$46.20
	06/01/2015	$21.97	$10.00	$14.55	$0.00	$46.52
	12/01/2015	$22.62	$10.00	$14.55	$0.00	$47.17
	06/01/2016	$23.01	$10.00	$14.55	$0.00	$47.56
	12/01/2016	$23.66	$10.00	$14.55	$0.00	$48.21
	06/01/2017	$24.17	$10.00	$14.55	$0.00	$48.72
	12/01/2017	$24.69	$10.00	$14.55	$0.00	$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$25.54	$10.00	$14.30	$0.00	$49.84
	06/01/2015	$25.68	$10.00	$14.55	$0.00	$50.23
	12/01/2015	$26.43	$10.00	$14.55	$0.00	$50.98
	06/01/2016	$26.89	$10.00	$14.55	$0.00	$51.44
	12/01/2016	$27.64	$10.00	$14.55	$0.00	$52.19
	06/01/2017	$28.24	$10.00	$14.55	$0.00	$52.79
	12/01/2017	$28.85	$10.00	$14.55	$0.00	$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2015	$47.66	$7.85	$16.10	$0.00	$71.61
	07/01/2015	$48.56	$7.85	$16.10	$0.00	$72.51
	01/01/2016	$49.51	$7.85	$16.10	$0.00	$73.46
	07/01/2016	$50.46	$7.85	$16.10	$0.00	$74.41
	01/01/2017	$51.41	$7.85	$16.10	$0.00	$75.36

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.83	$7.85	$0.00	$0.00	$31.68
2	55	$26.21	$7.85	$3.66	$0.00	$37.72
3	60	$28.60	$7.85	$3.99	$0.00	$40.44
4	65	$30.98	$7.85	$4.32	$0.00	$43.15
5	70	$33.36	$7.85	$14.11	$0.00	$55.32
6	75	$35.75	$7.85	$14.44	$0.00	$58.04
7	80	$38.13	$7.85	$14.77	$0.00	$60.75
8	90	$42.89	$7.85	$15.44	$0.00	$66.18

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.28	$7.85	$0.00	$0.00	$32.13
2	55	$26.71	$7.85	$3.66	$0.00	$38.22
3	60	$29.14	$7.85	$3.99	$0.00	$40.98
4	65	$31.56	$7.85	$4.32	$0.00	$43.73
5	70	$33.99	$7.85	$14.11	$0.00	$55.95
6	75	$36.42	$7.85	$14.44	$0.00	$58.71
7	80	$38.85	$7.85	$14.77	$0.00	$61.47
8	90	$43.70	$7.85	$15.44	$0.00	$66.99

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2015	$38.56	$7.85	$16.10	$0.00	$62.51
	07/01/2015	$39.46	$7.85	$16.10	$0.00	$63.41
	01/01/2016	$40.41	$7.85	$16.10	$0.00	$64.36
	07/01/2016	$41.36	$7.85	$16.10	$0.00	$65.31
	01/01/2017	$42.31	$7.85	$16.10	$0.00	$66.26

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.28	$7.85	$0.00	$0.00	$27.13
2	55	$21.21	$7.85	$3.66	$0.00	$32.72
3	60	$23.14	$7.85	$3.99	$0.00	$34.98
4	65	$25.06	$7.85	$4.32	$0.00	$37.23
5	70	$26.99	$7.85	$14.11	$0.00	$48.95
6	75	$28.92	$7.85	$14.44	$0.00	$51.21
7	80	$30.85	$7.85	$14.77	$0.00	$53.47
8	90	$34.70	$7.85	$15.44	$0.00	$57.99

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.73	$7.85	$0.00	$0.00	$27.58
2	55	$21.70	$7.85	$3.66	$0.00	$33.21
3	60	$23.68	$7.85	$3.99	$0.00	$35.52
4	65	$25.65	$7.85	$4.32	$0.00	$37.82
5	70	$27.62	$7.85	$14.11	$0.00	$49.58
6	75	$29.60	$7.85	$14.44	$0.00	$51.89
7	80	$31.57	$7.85	$14.77	$0.00	$54.19
8	90	$35.51	$7.85	$15.44	$0.00	$58.80

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2015	$36.62	$7.85	$16.10	$0.00	$60.57
	07/01/2015	$37.52	$7.85	$16.10	$0.00	$61.47
	01/01/2016	$38.47	$7.85	$16.10	$0.00	$62.42
	07/01/2016	$39.42	$7.85	$16.10	$0.00	$63.37
	01/01/2017	$40.37	$7.85	$16.10	$0.00	$64.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.31	$7.85	$0.00	$0.00	$26.16
2	55	$20.14	$7.85	$3.66	$0.00	$31.65
3	60	$21.97	$7.85	$3.99	$0.00	$33.81
4	65	$23.80	$7.85	$4.32	$0.00	$35.97
5	70	$25.63	$7.85	$14.11	$0.00	$47.59
6	75	$27.47	$7.85	$14.44	$0.00	$49.76
7	80	$29.30	$7.85	$14.77	$0.00	$51.92
8	90	$32.96	$7.85	$15.44	$0.00	$56.25

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.76	$7.85	$0.00	$0.00	$26.61
2	55	$20.64	$7.85	$3.66	$0.00	$32.15
3	60	$22.51	$7.85	$3.99	$0.00	$34.35
4	65	$24.39	$7.85	$4.32	$0.00	$36.56
5	70	$26.26	$7.85	$14.11	$0.00	$48.22
6	75	$28.14	$7.85	$14.44	$0.00	$50.43
7	80	$30.02	$7.85	$14.77	$0.00	$52.64
8	90	$33.77	$7.85	$15.44	$0.00	$57.06

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 2*	12/01/2014	$30.65	$7.30	$12.30	$0.00	$50.25
	06/01/2015	$31.15	$7.30	$12.30	$0.00	$50.75
	12/01/2015	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2016	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2016	$32.90	$7.30	$12.30	$0.00	$52.50
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2015	$37.16	$7.85	$16.10	$0.00	$61.11
	07/01/2015	$38.06	$7.85	$16.10	$0.00	$62.01
	01/01/2016	$39.01	$7.85	$16.10	$0.00	$62.96
	07/01/2016	$39.96	$7.85	$16.10	$0.00	$63.91
	01/01/2017	$40.91	$7.85	$16.10	$0.00	$64.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.58	$7.85	$0.00	$0.00	$26.43
2	55	$20.44	$7.85	$3.66	$0.00	$31.95
3	60	$22.30	$7.85	$3.99	$0.00	$34.14
4	65	$24.15	$7.85	$4.32	$0.00	$36.32
5	70	$26.01	$7.85	$14.11	$0.00	$47.97
6	75	$27.87	$7.85	$14.44	$0.00	$50.16
7	80	$29.73	$7.85	$14.77	$0.00	$52.35
8	90	$33.44	$7.85	$15.44	$0.00	$56.73

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.03	$7.85	$0.00	$0.00	$26.88
2	55	$20.93	$7.85	$3.66	$0.00	$32.44
3	60	$22.84	$7.85	$3.99	$0.00	$34.68
4	65	$24.74	$7.85	$4.32	$0.00	$36.91
5	70	$26.64	$7.85	$14.11	$0.00	$48.60
6	75	$28.55	$7.85	$14.44	$0.00	$50.84
7	80	$30.45	$7.85	$14.77	$0.00	$53.07
8	90	$34.25	$7.85	$15.44	$0.00	$57.54

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2015	$35.22	$7.85	$16.10	$0.00	$59.17
	07/01/2015	$36.12	$7.85	$16.10	$0.00	$60.07
	01/01/2016	$37.07	$7.85	$16.10	$0.00	$61.02
	07/01/2016	$38.02	$7.85	$16.10	$0.00	$61.97
	01/01/2017	$38.97	$7.85	$16.10	$0.00	$62.92

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.61	$7.85	$0.00	$0.00	$25.46
2	55	$19.37	$7.85	$3.66	$0.00	$30.88
3	60	$21.13	$7.85	$3.99	$0.00	$32.97
4	65	$22.89	$7.85	$4.32	$0.00	$35.06
5	70	$24.65	$7.85	$14.11	$0.00	$46.61
6	75	$26.42	$7.85	$14.44	$0.00	$48.71
7	80	$28.18	$7.85	$14.77	$0.00	$50.80
8	90	$31.70	$7.85	$15.44	$0.00	$54.99

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.06	$7.85	$0.00	$0.00	$25.91
2	55	$19.87	$7.85	$3.66	$0.00	$31.38
3	60	$21.67	$7.85	$3.99	$0.00	$33.51
4	65	$23.48	$7.85	$4.32	$0.00	$35.65
5	70	$25.28	$7.85	$14.11	$0.00	$47.24
6	75	$27.09	$7.85	$14.44	$0.00	$49.38
7	80	$28.90	$7.85	$14.77	$0.00	$51.52
8	90	$32.51	$7.85	$15.44	$0.00	$55.80

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.28	$9.07	$8.00	$0.00	$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 2)*	09/01/2013	$37.01	$9.80	$18.17	$0.00	$64.98
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 2)*	09/01/2013	$37.01	$9.80	$18.17	$0.00	$64.98

Apprentice - *PILE DRIVER - Local 56 Zone 2*

Effective Date - 09/01/2013

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

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1$48.77/2$52.93/3$57.09/4$59.17/5$61.25/6$61.25/7$64.41/8$65.41

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
PLUMBER & PIPEFITTER *PLUMBERS & PIPEFITTERS LOCAL 51*	03/01/2015	$36.63	$11.00	$15.35	$0.00	$62.98
	09/01/2015	$37.38	$11.00	$15.35	$0.00	$63.73
	03/01/2016	$38.13	$11.00	$15.35	$0.00	$64.48

Apprentice - *PLUMBER/PIPEFITTER - Local 51*

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.65	$11.00	$1.50	$0.00	$27.15
2	50	$18.32	$11.00	$1.50	$0.00	$30.82
3	60	$21.98	$11.00	$7.85	$0.00	$40.83
4	70	$25.64	$11.00	$11.66	$0.00	$48.30
5	80	$29.30	$11.00	$15.35	$0.00	$55.65

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.95	$11.00	$1.50	$0.00	$27.45
2	50	$18.69	$11.00	$1.50	$0.00	$31.19
3	60	$22.43	$11.00	$7.85	$0.00	$41.28
4	70	$26.17	$11.00	$11.66	$0.00	$48.83
5	80	$29.90	$11.00	$15.35	$0.00	$56.25

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) *PLUMBERS & PIPEFITTERS LOCAL 51*	03/01/2015	$36.63	$11.00	$15.35	$0.00	$62.98
	09/01/2015	$37.38	$11.00	$15.35	$0.00	$63.73
	03/01/2016	$38.13	$11.00	$15.35	$0.00	$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER *LABORERS - ZONE 2*	12/01/2014	$31.65	$7.30	$12.30	$0.00	$51.25
	06/01/2015	$32.15	$7.30	$12.30	$0.00	$51.75
	12/01/2015	$32.65	$7.30	$12.30	$0.00	$52.25
	06/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
	12/01/2016	$33.90	$7.30	$12.30	$0.00	$53.50

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$14.30	$0.00	$66.69
	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$14.30	$0.00	$66.69
	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$29.40	$10.00	$14.30	$0.00	$53.70
	06/01/2015	$29.61	$10.00	$14.55	$0.00	$54.16
	12/01/2015	$30.48	$10.00	$14.55	$0.00	$55.03
	06/01/2016	$31.00	$10.00	$14.55	$0.00	$55.55
	12/01/2016	$31.87	$10.00	$14.55	$0.00	$56.42
	06/01/2017	$32.56	$10.00	$14.55	$0.00	$57.11
	12/01/2017	$33.25	$10.00	$14.55	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 59*	06/01/2008	$19.00	$5.10	$4.21	$0.00	$28.31
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Residential Wood)*	04/01/2011	$24.24	$8.67	$15.51	$0.00	$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.*CARPENTERS -ZONE 2 (Residential Wood)*	05/01/2011	$24.24	$6.34	$6.23	$0.00	$36.81

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER (Residential Wood Frame) - Zone 2*

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$14.54	$6.34	$0.00	$0.00	$20.88
2	60	$14.54	$6.34	$6.23	$0.00	$27.11
3	65	$15.76	$6.34	$6.23	$0.00	$28.33
4	70	$16.97	$6.34	$6.23	$0.00	$29.54
5	75	$18.18	$6.34	$6.23	$0.00	$30.75
6	80	$19.39	$6.34	$6.23	$0.00	$31.96
7	85	$20.60	$6.34	$6.23	$0.00	$33.17
8	90	$21.82	$6.34	$6.23	$0.00	$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2015	$40.11	$10.50	$11.60	$0.00	$62.21
	08/01/2015	$41.01	$10.50	$11.60	$0.00	$63.11
	02/01/2016	$41.91	$10.50	$11.60	$0.00	$64.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.06	$10.50	$3.38	$0.00	$33.94
2	60	$24.07	$10.50	$11.60	$0.00	$46.17
3	65	$26.07	$10.50	$11.60	$0.00	$48.17
4	75	$30.08	$10.50	$11.60	$0.00	$52.18
5	85	$34.09	$10.50	$11.60	$0.00	$56.19

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.51	$10.50	$3.38	$0.00	$34.39
2	60	$24.61	$10.50	$11.60	$0.00	$46.71
3	65	$26.66	$10.50	$11.60	$0.00	$48.76
4	75	$30.76	$10.50	$11.60	$0.00	$52.86
5	85	$34.86	$10.50	$11.60	$0.00	$56.96

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE *ROOFERS LOCAL 33*	02/01/2015	$40.36	$10.50	$11.60	$0.00	$62.46
	08/01/2015	$41.26	$10.50	$11.60	$0.00	$63.36
	02/01/2016	$42.16	$10.50	$11.60	$0.00	$64.26
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - B*	04/01/2015	$35.60	$10.20	$13.72	$1.79	$61.31
	10/01/2015	$36.10	$10.20	$13.72	$1.79	$61.81
	04/01/2016	$36.60	$10.20	$13.72	$1.79	$62.31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SHEET METAL WORKER - Local 17-B*

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.24	$10.20	$3.28	$0.84	$28.56
2	45	$16.02	$10.20	$3.69	$0.91	$30.82
3	50	$17.80	$10.20	$8.57	$1.11	$37.68
4	55	$19.58	$10.20	$8.57	$1.17	$39.52
5	60	$21.36	$10.20	$11.17	$1.28	$44.01
6	65	$23.14	$10.20	$11.38	$1.34	$46.06
7	70	$24.92	$10.20	$11.60	$1.40	$48.12
8	75	$26.70	$10.20	$11.82	$1.46	$50.18
9	80	$28.48	$10.20	$12.03	$1.52	$52.23
10	85	$30.26	$10.20	$12.25	$1.58	$54.29

Effective Date - 10/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$14.44	$10.20	$3.28	$0.84	$28.76
2	45	$16.25	$10.20	$3.69	$0.91	$31.05
3	50	$18.05	$10.20	$8.57	$1.11	$37.93
4	55	$19.86	$10.20	$8.57	$1.17	$39.80
5	60	$21.66	$10.20	$11.17	$1.29	$44.32
6	65	$23.47	$10.20	$11.38	$1.35	$46.40
7	70	$25.27	$10.20	$11.60	$1.41	$48.48
8	75	$27.08	$10.20	$11.82	$1.47	$50.57
9	80	$28.88	$10.20	$12.03	$1.53	$52.64
10	85	$30.69	$10.20	$12.25	$1.59	$54.73

Notes:

Apprentice to Journeyworker Ratio:1:3

SIGN ERECTOR *PAINTERS LOCAL 35 - ZONE 2*	06/01/2013	$25.81	$7.07	$7.05	$0.00	$39.93

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SIGN ERECTOR - Local 35 Zone 2*

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$12.91	$7.07	$0.00	$0.00	$19.98
2	55	$14.20	$7.07	$2.45	$0.00	$23.72
3	60	$15.49	$7.07	$2.45	$0.00	$25.01
4	65	$16.78	$7.07	$2.45	$0.00	$26.30
5	70	$18.07	$7.07	$7.05	$0.00	$32.19
6	75	$19.36	$7.07	$7.05	$0.00	$33.48
7	80	$20.65	$7.07	$7.05	$0.00	$34.77
8	85	$21.94	$7.07	$7.05	$0.00	$36.06
9	90	$23.23	$7.07	$7.05	$0.00	$37.35

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.59	$9.91	$9.33	$0.00	$50.83
	06/01/2015	$31.94	$9.91	$9.33	$0.00	$51.18
	08/01/2015	$31.94	$10.41	$9.33	$0.00	$51.68
	12/01/2015	$31.94	$10.41	$10.08	$0.00	$52.43
	06/01/2016	$32.44	$10.41	$10.08	$0.00	$52.93
	08/01/2016	$32.44	$10.91	$10.08	$0.00	$53.43
	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.88	$9.91	$9.33	$0.00	$51.12
	06/01/2015	$32.23	$9.91	$9.33	$0.00	$51.47
	08/01/2015	$32.23	$10.41	$9.33	$0.00	$51.97
	12/01/2015	$32.23	$10.41	$10.08	$0.00	$52.72
	06/01/2016	$32.73	$10.41	$10.08	$0.00	$53.22
	08/01/2016	$32.73	$10.91	$10.08	$0.00	$53.72
	12/01/2016	$32.73	$10.91	$10.89	$0.00	$54.53
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2*	03/01/2015	$48.99	$8.42	$14.90	$0.00	$72.31
	10/01/2015	$50.03	$8.42	$14.90	$0.00	$73.35
	01/01/2016	$50.03	$8.67	$15.05	$0.00	$73.75
	03/01/2016	$50.93	$8.67	$15.05	$0.00	$74.65
	10/01/2016	$51.97	$8.67	$15.05	$0.00	$75.69
	03/01/2017	$52.87	$8.67	$15.05	$0.00	$76.59

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.15	$8.42	$8.40	$0.00	$33.97
2	40	$19.60	$8.42	$8.40	$0.00	$36.42
3	45	$22.05	$8.42	$8.40	$0.00	$38.87
4	50	$24.50	$8.42	$8.40	$0.00	$41.32
5	55	$26.94	$8.42	$8.40	$0.00	$43.76
6	60	$29.39	$8.42	$8.40	$0.00	$46.21
7	65	$31.84	$8.42	$8.40	$0.00	$48.66
8	70	$34.29	$8.42	$8.40	$0.00	$51.11
9	75	$36.74	$8.42	$8.40	$0.00	$53.56
10	80	$39.19	$8.42	$8.40	$0.00	$56.01

Effective Date - 10/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.51	$8.42	$8.40	$0.00	$34.33
2	40	$20.01	$8.42	$8.40	$0.00	$36.83
3	45	$22.51	$8.42	$8.40	$0.00	$39.33
4	50	$25.02	$8.42	$8.40	$0.00	$41.84
5	55	$27.52	$8.42	$8.40	$0.00	$44.34
6	60	$30.02	$8.42	$8.40	$0.00	$46.84
7	65	$32.52	$8.42	$8.40	$0.00	$49.34
8	70	$35.02	$8.42	$8.40	$0.00	$51.84
9	75	$37.52	$8.42	$8.40	$0.00	$54.34
10	80	$40.02	$8.42	$8.40	$0.00	$56.84

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 223*	09/01/2014	$31.71	$8.00	$9.38	$0.00	$49.09
	09/01/2015	$32.56	$8.40	$9.59	$0.00	$50.55
	09/01/2016	$33.33	$8.90	$9.78	$0.00	$52.01

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 223*

Effective Date - 09/01/2014

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

Notes: See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2015	$47.90	$10.18	$18.50	$0.00	$76.58
	08/01/2015	$48.80	$10.18	$18.57	$0.00	$77.55
	02/01/2016	$49.37	$10.18	$18.57	$0.00	$78.12
	08/01/2016	$50.27	$10.18	$18.65	$0.00	$79.10
	02/01/2017	$50.84	$10.18	$18.65	$0.00	$79.67

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.95	$10.18	$18.50	$0.00	$52.63
2	60	$28.74	$10.18	$18.50	$0.00	$57.42
3	70	$33.53	$10.18	$18.50	$0.00	$62.21
4	80	$38.32	$10.18	$18.50	$0.00	$67.00
5	90	$43.11	$10.18	$18.50	$0.00	$71.79

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.40	$10.18	$18.57	$0.00	$53.15
2	60	$29.28	$10.18	$18.57	$0.00	$58.03
3	70	$34.16	$10.18	$18.57	$0.00	$62.91
4	80	$39.04	$10.18	$18.57	$0.00	$67.79
5	90	$43.92	$10.18	$18.57	$0.00	$72.67

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	12/01/2014	$35.95	$7.30	$13.15	$0.00	$56.40
	06/01/2015	$36.70	$7.30	$13.15	$0.00	$57.15
	12/01/2015	$37.45	$7.30	$13.15	$0.00	$57.90
	06/01/2016	$38.20	$7.30	$13.15	$0.00	$58.65
	12/01/2016	$39.20	$7.30	$13.15	$0.00	$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	12/01/2014	$34.67	$7.30	$13.15	$0.00	$55.12
	06/01/2015	$35.42	$7.30	$13.15	$0.00	$55.87
	12/01/2015	$36.17	$7.30	$13.15	$0.00	$56.62
	06/01/2016	$36.92	$7.30	$13.15	$0.00	$57.37
	12/01/2016	$37.92	$7.30	$13.15	$0.00	$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2014	$34.55	$7.30	$13.15	$0.00	$55.00
	06/01/2015	$35.30	$7.30	$13.15	$0.00	$55.75
	12/01/2015	$36.05	$7.30	$13.15	$0.00	$56.50
	06/01/2016	$36.80	$7.30	$13.15	$0.00	$57.25
	12/01/2016	$37.80	$7.30	$13.15	$0.00	$58.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$14.30	$0.00	$66.29
	06/01/2015	$42.42	$10.00	$14.55	$0.00	$66.97
	12/01/2015	$43.66	$10.00	$14.55	$0.00	$68.21
	06/01/2016	$44.41	$10.00	$14.55	$0.00	$68.96
	12/01/2016	$45.64	$10.00	$14.55	$0.00	$70.19
	06/01/2017	$46.63	$10.00	$14.55	$0.00	$71.18
	12/01/2017	$47.62	$10.00	$14.55	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$32.17	$9.91	$9.33	$0.00	$51.41
	06/01/2015	$32.52	$9.91	$9.33	$0.00	$51.76
	08/01/2015	$32.52	$10.41	$9.33	$0.00	$52.26
	12/01/2015	$32.52	$10.41	$10.08	$0.00	$53.01
	06/01/2016	$33.02	$10.41	$10.08	$0.00	$53.51
	08/01/2016	$33.02	$10.91	$10.08	$0.00	$54.01
	12/01/2016	$33.02	$10.91	$10.89	$0.00	$54.82
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	12/01/2014	$46.83	$7.30	$13.55	$0.00	$67.68
	06/01/2015	$47.58	$7.30	$13.55	$0.00	$68.43
	12/01/2015	$48.33	$7.30	$13.55	$0.00	$69.18
	06/01/2016	$49.08	$7.30	$13.55	$0.00	$69.93
	12/01/2016	$50.08	$7.30	$13.55	$0.00	$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	12/01/2014	$48.83	$7.30	$13.55	$0.00	$69.68
	06/01/2015	$49.58	$7.30	$13.55	$0.00	$70.43
	12/01/2015	$50.33	$7.30	$13.55	$0.00	$71.18
	06/01/2016	$51.08	$7.30	$13.55	$0.00	$71.93
	12/01/2016	$52.08	$7.30	$13.55	$0.00	$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	12/01/2014	$38.90	$7.30	$13.55	$0.00	$59.75
	06/01/2015	$39.65	$7.30	$13.55	$0.00	$60.50
	12/01/2015	$40.40	$7.30	$13.55	$0.00	$61.25
	06/01/2016	$41.15	$7.30	$13.55	$0.00	$62.00
	12/01/2016	$42.15	$7.30	$13.55	$0.00	$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	12/01/2014	$40.90	$7.30	$13.55	$0.00	$61.75
	06/01/2015	$41.65	$7.30	$13.55	$0.00	$62.50
	12/01/2015	$42.40	$7.30	$13.55	$0.00	$63.25
	06/01/2016	$43.15	$7.30	$13.55	$0.00	$64.00
	12/01/2016	$44.15	$7.30	$13.55	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.59	$9.91	$9.33	$0.00	$50.83
	06/01/2015	$31.94	$9.91	$9.33	$0.00	$51.18
	08/01/2015	$31.94	$10.41	$9.33	$0.00	$51.68
	12/01/2015	$31.94	$10.41	$10.08	$0.00	$52.43
	06/01/2016	$32.44	$10.41	$10.08	$0.00	$52.93
	08/01/2016	$32.44	$10.91	$10.08	$0.00	$53.43
	12/01/2016	$32.44	$10.91	$10.89	$0.00	$54.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR *LABORERS - ZONE 2*	12/01/2014	$30.90	$7.30	$12.30	$0.00	$50.50
	06/01/2015	$31.40	$7.30	$12.30	$0.00	$51.00
	12/01/2015	$31.90	$7.30	$12.30	$0.00	$51.50
	06/01/2016	$32.40	$7.30	$12.30	$0.00	$52.00
	12/01/2016	$33.15	$7.30	$12.30	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$14.30	$0.00	$66.69
	06/01/2015	$42.83	$10.00	$14.55	$0.00	$67.38
	12/01/2015	$44.08	$10.00	$14.55	$0.00	$68.63
	06/01/2016	$44.83	$10.00	$14.55	$0.00	$69.38
	12/01/2016	$46.08	$10.00	$14.55	$0.00	$70.63
	06/01/2017	$47.08	$10.00	$14.55	$0.00	$71.63
	12/01/2017	$48.08	$10.00	$14.55	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & PIPEFITTERS LOCAL 51*	03/01/2015	$36.63	$11.00	$15.35	$0.00	$62.98
	09/01/2015	$37.38	$11.00	$15.35	$0.00	$63.73
	03/01/2016	$38.13	$11.00	$15.35	$0.00	$64.48
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.30	$9.91	$0.00	$0.00	$41.21
	06/01/2015	$31.65	$9.91	$0.00	$0.00	$41.56
	08/01/2015	$31.65	$10.41	$0.00	$0.00	$42.06
	12/01/2015	$31.65	$10.41	$0.00	$0.00	$42.06
	06/01/2016	$32.15	$10.41	$0.00	$0.00	$42.56
	08/01/2016	$32.15	$10.91	$0.00	$0.00	$43.06
	12/01/2016	$32.15	$10.91	$0.00	$0.00	$43.06
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.37	$9.91	$0.00	$0.00	$41.28
	06/01/2015	$31.72	$9.91	$0.00	$0.00	$41.63
	08/01/2015	$31.72	$10.41	$0.00	$0.00	$42.13
	12/01/2015	$31.72	$10.41	$0.00	$0.00	$42.13
	06/01/2016	$32.22	$10.41	$0.00	$0.00	$42.63
	08/01/2016	$32.22	$10.91	$0.00	$0.00	$43.13
	12/01/2016	$32.22	$10.91	$0.00	$0.00	$43.13
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.49	$9.91	$0.00	$0.00	$41.40
	06/01/2015	$31.84	$9.91	$0.00	$0.00	$41.75
	08/01/2015	$31.84	$10.41	$0.00	$0.00	$42.25
	12/01/2015	$31.84	$10.41	$0.00	$0.00	$42.25
	06/01/2016	$32.34	$10.41	$0.00	$0.00	$42.75
	08/01/2016	$32.34	$10.91	$0.00	$0.00	$43.25
	12/01/2016	$32.34	$10.91	$0.00	$0.00	$43.25
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$87.36	$9.80	$0.00	$0.00	$97.16
	08/01/2015	$90.51	$9.80	$0.00	$0.00	$100.31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$0.00	$0.00	$52.39
	06/01/2015	$42.83	$10.00	$0.00	$0.00	$52.83
	12/01/2015	$44.08	$10.00	$0.00	$0.00	$54.08
	06/01/2016	$44.83	$10.00	$0.00	$0.00	$54.83
	12/01/2016	$46.08	$10.00	$0.00	$0.00	$56.08
	06/01/2017	$47.08	$10.00	$0.00	$0.00	$57.08
	12/01/2017	$48.08	$10.00	$0.00	$0.00	$58.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$0.00	$0.00	$52.39
	06/01/2015	$42.83	$10.00	$0.00	$0.00	$52.83
	12/01/2015	$44.08	$10.00	$0.00	$0.00	$54.08
	06/01/2016	$44.83	$10.00	$0.00	$0.00	$54.83
	12/01/2016	$46.08	$10.00	$0.00	$0.00	$56.08
	06/01/2017	$47.08	$10.00	$0.00	$0.00	$57.08
	12/01/2017	$48.08	$10.00	$0.00	$0.00	$58.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$0.00	$0.00	$51.99
	06/01/2015	$42.42	$10.00	$0.00	$0.00	$52.42
	12/01/2015	$43.66	$10.00	$0.00	$0.00	$53.66
	06/01/2016	$44.41	$10.00	$0.00	$0.00	$54.41
	12/01/2016	$45.64	$10.00	$0.00	$0.00	$55.64
	06/01/2017	$46.63	$10.00	$0.00	$0.00	$56.63
	12/01/2017	$47.62	$10.00	$0.00	$0.00	$57.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$43.39	$10.00	$0.00	$0.00	$53.39
	06/01/2015	$43.83	$10.00	$0.00	$0.00	$53.83
	12/01/2015	$45.08	$10.00	$0.00	$0.00	$55.08
	06/01/2016	$45.83	$10.00	$0.00	$0.00	$55.83
	12/01/2016	$47.08	$10.00	$0.00	$0.00	$57.08
	06/01/2017	$48.08	$10.00	$0.00	$0.00	$58.08
	12/01/2017	$49.08	$10.00	$0.00	$0.00	$59.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$29.40	$10.00	$0.00	$0.00	$39.40
	06/01/2015	$29.61	$10.00	$0.00	$0.00	$39.61
	12/01/2015	$30.48	$10.00	$0.00	$0.00	$40.48
	06/01/2016	$31.00	$10.00	$0.00	$0.00	$41.00
	12/01/2016	$31.87	$10.00	$0.00	$0.00	$41.87
	06/01/2017	$32.56	$10.00	$0.00	$0.00	$42.56
	12/01/2017	$33.25	$10.00	$0.00	$0.00	$43.25
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$58.24	$9.80	$0.00	$0.00	$68.04
	08/01/2015	$60.34	$9.80	$0.00	$0.00	$70.14
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$41.60	$9.80	$0.00	$0.00	$51.40
	08/01/2015	$43.10	$9.80	$0.00	$0.00	$52.90
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$62.40	$9.80	$0.00	$0.00	$72.20
	08/01/2015	$64.65	$9.80	$0.00	$0.00	$74.45

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2014	$87.36	$9.80	$0.00	$0.00	$97.16
	08/01/2015	$90.51	$9.80	$0.00	$0.00	$100.31
FLAGGER & SIGNALER *LABORERS - ZONE 2*	12/01/2014	$20.50	$7.30	$0.00	$0.00	$27.80
	06/01/2015	$20.50	$7.30	$0.00	$0.00	$27.80
	12/01/2015	$20.50	$7.30	$0.00	$0.00	$27.80
	06/01/2016	$20.50	$7.30	$0.00	$0.00	$27.80
	12/01/2016	$20.50	$7.30	$0.00	$0.00	$27.80
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$0.00	$0.00	$52.39
	06/01/2015	$42.83	$10.00	$0.00	$0.00	$52.83
	12/01/2015	$44.08	$10.00	$0.00	$0.00	$54.08
	06/01/2016	$44.83	$10.00	$0.00	$0.00	$54.83
	12/01/2016	$46.08	$10.00	$0.00	$0.00	$56.08
	06/01/2017	$47.08	$10.00	$0.00	$0.00	$57.08
	12/01/2017	$48.08	$10.00	$0.00	$0.00	$58.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$29.40	$10.00	$0.00	$0.00	$39.40
	06/01/2015	$29.61	$10.00	$0.00	$0.00	$39.61
	12/01/2015	$30.48	$10.00	$0.00	$0.00	$40.48
	06/01/2016	$31.00	$10.00	$0.00	$0.00	$41.00
	12/01/2016	$31.87	$10.00	$0.00	$0.00	$41.87
	06/01/2017	$32.56	$10.00	$0.00	$0.00	$42.56
	12/01/2017	$33.25	$10.00	$0.00	$0.00	$43.25
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$0.00	$0.00	$52.39
	06/01/2015	$42.83	$10.00	$0.00	$0.00	$52.83
	12/01/2015	$44.08	$10.00	$0.00	$0.00	$54.08
	06/01/2016	$44.83	$10.00	$0.00	$0.00	$54.83
	12/01/2016	$46.08	$10.00	$0.00	$0.00	$56.08
	06/01/2017	$47.08	$10.00	$0.00	$0.00	$57.08
	12/01/2017	$48.08	$10.00	$0.00	$0.00	$58.08

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$23.31	$10.00	$0.00	$0.00	$33.31
2	60	$25.43	$10.00	$0.00	$0.00	$35.43
3	65	$27.55	$10.00	$0.00	$0.00	$37.55
4	70	$29.67	$10.00	$0.00	$0.00	$39.67
5	75	$31.79	$10.00	$0.00	$0.00	$41.79
6	80	$33.91	$10.00	$0.00	$0.00	$43.91
7	85	$36.03	$10.00	$0.00	$0.00	$46.03
8	90	$38.15	$10.00	$0.00	$0.00	$48.15

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$23.56	$10.00	$0.00	$0.00	$33.56
2	60	$25.70	$10.00	$0.00	$0.00	$35.70
3	65	$27.84	$10.00	$0.00	$0.00	$37.84
4	70	$29.98	$10.00	$0.00	$0.00	$39.98
5	75	$32.12	$10.00	$0.00	$0.00	$42.12
6	80	$34.26	$10.00	$0.00	$0.00	$44.26
7	85	$36.41	$10.00	$0.00	$0.00	$46.41
8	90	$38.55	$10.00	$0.00	$0.00	$48.55

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER *LABORERS - ZONE 2*	12/01/2014	$30.65	$7.30	$0.00	$0.00	$37.95
	06/01/2015	$31.15	$7.30	$0.00	$0.00	$38.45
	12/01/2015	$31.65	$7.30	$0.00	$0.00	$38.95
	06/01/2016	$32.15	$7.30	$0.00	$0.00	$39.45
	12/01/2016	$32.90	$7.30	$0.00	$0.00	$40.20

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.39	$7.30	$0.00	$0.00	$25.69
2	70	$21.46	$7.30	$0.00	$0.00	$28.76
3	80	$24.52	$7.30	$0.00	$0.00	$31.82
4	90	$27.59	$7.30	$0.00	$0.00	$34.89

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.69	$7.30	$0.00	$0.00	$25.99
2	70	$21.81	$7.30	$0.00	$0.00	$29.11
3	80	$24.92	$7.30	$0.00	$0.00	$32.22
4	90	$28.04	$7.30	$0.00	$0.00	$35.34

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$21.90	$10.00	$0.00	$0.00	$31.90
	06/01/2015	$21.97	$10.00	$0.00	$0.00	$31.97
	12/01/2015	$22.62	$10.00	$0.00	$0.00	$32.62
	06/01/2016	$23.01	$10.00	$0.00	$0.00	$33.01
	12/01/2016	$23.66	$10.00	$0.00	$0.00	$33.66
	06/01/2017	$24.17	$10.00	$0.00	$0.00	$34.17
	12/01/2017	$24.69	$10.00	$0.00	$0.00	$34.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$25.54	$10.00	$0.00	$0.00	$35.54
	06/01/2015	$25.68	$10.00	$0.00	$0.00	$35.68
	12/01/2015	$26.43	$10.00	$0.00	$0.00	$36.43
	06/01/2016	$26.89	$10.00	$0.00	$0.00	$36.89
	12/01/2016	$27.64	$10.00	$0.00	$0.00	$37.64
	06/01/2017	$28.24	$10.00	$0.00	$0.00	$38.24
	12/01/2017	$28.85	$10.00	$0.00	$0.00	$38.85
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$0.00	$0.00	$51.99
	06/01/2015	$42.42	$10.00	$0.00	$0.00	$52.42
	12/01/2015	$43.66	$10.00	$0.00	$0.00	$53.66
	06/01/2016	$44.41	$10.00	$0.00	$0.00	$54.41
	12/01/2016	$45.64	$10.00	$0.00	$0.00	$55.64
	06/01/2017	$46.63	$10.00	$0.00	$0.00	$56.63
	12/01/2017	$47.62	$10.00	$0.00	$0.00	$57.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.28	$9.07	$0.00	$0.00	$39.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$0.00	$0.00	$52.39
	06/01/2015	$42.83	$10.00	$0.00	$0.00	$52.83
	12/01/2015	$44.08	$10.00	$0.00	$0.00	$54.08
	06/01/2016	$44.83	$10.00	$0.00	$0.00	$54.83
	12/01/2016	$46.08	$10.00	$0.00	$0.00	$56.08
	06/01/2017	$47.08	$10.00	$0.00	$0.00	$57.08
	12/01/2017	$48.08	$10.00	$0.00	$0.00	$58.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$42.39	$10.00	$0.00	$0.00	$52.39
	06/01/2015	$42.83	$10.00	$0.00	$0.00	$52.83
	12/01/2015	$44.08	$10.00	$0.00	$0.00	$54.08
	06/01/2016	$44.83	$10.00	$0.00	$0.00	$54.83
	12/01/2016	$46.08	$10.00	$0.00	$0.00	$56.08
	06/01/2017	$47.08	$10.00	$0.00	$0.00	$57.08
	12/01/2017	$48.08	$10.00	$0.00	$0.00	$58.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$29.40	$10.00	$0.00	$0.00	$39.40
	06/01/2015	$29.61	$10.00	$0.00	$0.00	$39.61
	12/01/2015	$30.48	$10.00	$0.00	$0.00	$40.48
	06/01/2016	$31.00	$10.00	$0.00	$0.00	$41.00
	12/01/2016	$31.87	$10.00	$0.00	$0.00	$41.87
	06/01/2017	$32.56	$10.00	$0.00	$0.00	$42.56
	12/01/2017	$33.25	$10.00	$0.00	$0.00	$43.25
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$0.00	$0.00	$51.99
	06/01/2015	$42.42	$10.00	$0.00	$0.00	$52.42
	12/01/2015	$43.66	$10.00	$0.00	$0.00	$53.66
	06/01/2016	$44.41	$10.00	$0.00	$0.00	$54.41
	12/01/2016	$45.64	$10.00	$0.00	$0.00	$55.64
	06/01/2017	$46.63	$10.00	$0.00	$0.00	$56.63
	12/01/2017	$47.62	$10.00	$0.00	$0.00	$57.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.59	$9.91	$0.00	$0.00	$41.50
	06/01/2015	$31.94	$9.91	$0.00	$0.00	$41.85
	08/01/2015	$31.94	$10.41	$0.00	$0.00	$42.35
	12/01/2015	$31.94	$10.41	$0.00	$0.00	$42.35
	06/01/2016	$32.44	$10.41	$0.00	$0.00	$42.85
	08/01/2016	$32.44	$10.91	$0.00	$0.00	$43.35
	12/01/2016	$32.44	$10.91	$0.00	$0.00	$43.35
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.88	$9.91	$0.00	$0.00	$41.79
	06/01/2015	$32.23	$9.91	$0.00	$0.00	$42.14
	08/01/2015	$32.23	$10.41	$0.00	$0.00	$42.64
	12/01/2015	$32.23	$10.41	$0.00	$0.00	$42.64
	06/01/2016	$32.73	$10.41	$0.00	$0.00	$43.14
	08/01/2016	$32.73	$10.91	$0.00	$0.00	$43.64
	12/01/2016	$32.73	$10.91	$0.00	$0.00	$43.64

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2014	$41.99	$10.00	$0.00	$0.00	$51.99
	06/01/2015	$42.42	$10.00	$0.00	$0.00	$52.42
	12/01/2015	$43.66	$10.00	$0.00	$0.00	$53.66
	06/01/2016	$44.41	$10.00	$0.00	$0.00	$54.41
	12/01/2016	$45.64	$10.00	$0.00	$0.00	$55.64
	06/01/2017	$46.63	$10.00	$0.00	$0.00	$56.63
	12/01/2017	$47.62	$10.00	$0.00	$0.00	$57.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$32.17	$9.91	$0.00	$0.00	$42.08
	06/01/2015	$32.52	$9.91	$0.00	$0.00	$42.43
	08/01/2015	$32.52	$10.41	$0.00	$0.00	$42.93
	12/01/2015	$32.52	$10.41	$0.00	$0.00	$42.93
	06/01/2016	$33.02	$10.41	$0.00	$0.00	$43.43
	08/01/2016	$33.02	$10.91	$0.00	$0.00	$43.93
	12/01/2016	$33.02	$10.91	$0.00	$0.00	$43.93
TREE TRIMMER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	02/01/2015	$18.05	$3.55	$0.00	$0.00	$21.60
	01/31/2016	$18.51	$3.55	$0.00	$0.00	$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	02/01/2015	$15.92	$3.55	$0.00	$0.00	$19.47
	01/31/2016	$16.32	$3.55	$0.00	$0.00	$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						
VAC-HAUL/CATCH BASIN CLEANING *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2014	$31.59	$9.91	$0.00	$0.00	$41.50
	06/01/2015	$31.94	$9.91	$0.00	$0.00	$41.85
	08/01/2015	$31.94	$10.41	$0.00	$0.00	$42.35
	12/01/2015	$31.94	$10.41	$0.00	$0.00	$42.35
	06/01/2016	$32.44	$10.41	$0.00	$0.00	$42.85
	08/01/2016	$32.44	$10.91	$0.00	$0.00	$43.35
	12/01/2016	$32.44	$10.91	$0.00	$0.00	$43.35

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

16. Local Regulations

The Barnstable Municipal Airport Commission and the Town of Barnstable have established a goal of 4.77 percent Disadvantaged Business Enterprise (DBE) participation in airport construction contract.

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U.S. Department
of Transportation
Federal Aviation Administration

Federal Aviation Administration
Western-Pacific Region Headquarters

Reply to New England Region

Civil Rights Office, AWP-9
15000 Aviation Blvd.
Lawndale, CA 90261

January 14, 2015

Roland Breault
Airport Manager
Barnstable Municipal Airport
480 Barnstable Road
Hyannis, MA 02601

Dear Mr. Breault:

This letter is in reference to the Disadvantaged Business Enterprise (DBE) Program fiscal year 2015-17 goal that you submitted for the **Barnstable Municipal Airport**, (Hyannis, MA). Based on our review, we have determined that the program and goal meet the standards in 49 CFR Part 26, Department of Transportation regulations. The goal, covering the period October 1, 2014 through September 30, 2017, is described as follows:

The goal is described as follows:

FY 15-17 Overall goal: **4.77%** DBE Participation
To be obtained through **4.77 %** Race-Neutral and **0 %** Race-Conscious means
(Covering the period October 1, 2014 through September 30, 2017)

Barnstable Municipal Airport expects to let $875,000.000.00 in Federally-assisted contracts in fiscal year 2015 - 2017. Of that figure, the airport anticipates to spend $41,735.00 on DBE firms.

DBE Accomplishments continue to be due annually on December 1 for the previous fiscal year. Accomplishments can be submitted either through our new dbE-Connect system at www.faa.dbeconnect.com/FAA/login.asp or by completing the Uniform Report of DBE Awards/Commitments and Payments form and submitting via email to thomas.knox@faa.gov.

If you need a dbE-Connect user account; please contact Thomas Knox at phone (310) 725-3942. Our blank forms can be found at http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/.

If you have any questions or need assistance, please call Thomas Knox at (310) 725-3942 or email at thomas.knox@faa.gov.

Sincerely,

Thomas L. Knox, Jr.

Thomas L. Knox, Jr.
DBE/ACDBE Compliance Specialist
Office of Civil Rights & DBE Compliance

cc: Jean LoGiudice, ANE Airports Division
SFlecchia, Jacobs
SKennedy, Barnstable Municipal Airport

AWP-9:TKNOX:tk:(310)725-3942:01/14/2015: Barnstable Municipal Airport Goal Approval ltr FY15 011415.doc

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Barnstable Municipal Airport
Hyannis, MA

August 1, 2014

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BARNSTABLE MUNICIPAL AIRPORT

ORGANIZATIONAL CHART

August, 2014

AIRPORT COMMISSION

Ronald Persuitte, Chair

John T. Griffin, Jr., Vice Chair

Robert O'Brien, Clerk

Mary Smith

Donald E. Megathlin

Michael A. Dunning

Timothy R. Luzietti

AIRPORT MANAGER

Roland Breault

ASSISTANT AIRPORT MANAGER

Frank Sanchez

SECTION I.

DISADVANTAGED BUSINESS ENTERPRISE PLAN FOR CONSTRUCTION, EQUIPMENT PROCUREMENT AND PROFESSIONAL SERVICE CONTRACTS

BARNSTABLE MUNICIPAL AIRPORT COMMISSION

INTRODUCTION

The Barnstable Municipal Airport Commission, located in the Commonwealth of Massachusetts, owner and operator of the Barnstable Municipal Airport, has developed this DBE Plan for Construction, Equipment Procurement and Professional Service Contracts in accordance with regulations of the United States Department of Transportation (DOT) 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs" (hereinafter referred to as Part 26). The Commission has received several grants for development at the Barnstable Municipal Airport under the Airport Improvement Program (AIP) and as a condition of the grant agreement; the Commission signed an assurance that it will comply with the provisions of Part 26.

All reference sections indicated within the body of this document are directly correlated to the subsections found in Part 26.

APPLICABILITY

The Barnstable Airport Commission is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq*.

DEFINITIONS OF TERMS

The terms used in this program have the meanings defined in 49 CFR §26.5.

OBJECTIVES /POLICY STATEMENT (§§26.1, 26.23)

The Barnstable Airport Commission has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Commission has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Airport Commission has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Barnstable Airport Commission to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy –

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Roland Breault, Airport Manager
Barnstable Municipal Airport
480 Barnstable Road, Hyannis, MA 02601
508/775-2020
e-mail: roland.breault@town.barnstable.ma.us

Mr. Breault has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Commission in its financial assistance agreements with the Department of Transportation.

The Barnstable Airport Commission has disseminated this policy statement to the County of Barnstable County and all the components of our organization. We have disseminated this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts through a legal notice announcement published annually and by inclusion in all bid advertisements for federally funded projects.

R.W. Breault

Roland Breault, Airport Manager

12/15/14

Date

NONDISCRIMINATION (§26.7)

The Barnstable Municipal Airport, hereinafter referred to as the Airport, will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

DBE PROGRAM UPDATES (§26.21)

The Airport will continue to carry out this program until all funds from DOT financial assistance have been expended. The Airport will provide to DOT updates representing significant changes in the program.

QUOTAS (§26.43)

The Airport shall not use quotas in any way in the administration of this DBE program.

DBE LIAISON OFFICER (DBELO) (§26.25)

The Airport has designated the following individual as the DBE Liaison Officer:

Roland Breault, Airport Manager
Barnstable Municipal Airport
480 Barnstable Road
Hyannis, MA 02601
508/775-2020
e-mail: roland.breault@town.barnstable.ma.us

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Airport, complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Airport Manager concerning DBE program matters.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials and representatives of the Airport. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the Airport's progress toward goal attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Airport Manager and Airport staff on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Participates with their legal counsel and consulting engineer to determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, and obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in State of Massachusetts.
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the Airport's updated directory on certified DBEs
16. Provides DBE/WBE/MBE documentation for the state and the FAA.

FEDERAL FINANCIAL ASSISTANCE AGREEMENT ASSURANCE (§26.13)

The Airport has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

> The Barnstable Airport Commission (Commission) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The Commission's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Barnstable Airport Commission of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement

under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

DBE FINANCIAL INSTITUTIONS (§26.27)

It is the policy of the Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The Barnstable Municipal Airport is located on Cape Cod with limited resources. There are currently no identified DBE financial institutions located in Hyannis. When advising prime contractors on DOT-assisted contracts to seek out DBE financial institutions, we recommend the Supplier Directory Office (SDO) office for the best resource in our Commonwealth, as well as the other resources listed in our DBE Directory.

DIRECTORY (§26.31)

The Airport shall maintain a directory identifying firms eligible to participate as DBEs. The directory shall list the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as a DBE. The Directory shall be revised annually. The Directory shall be available at the Airport Administration Office.

DBE DIRECTORY

The Disadvantaged Business Enterprise Directory for Barnstable Municipal Airport is compiled from the current listings of businesses from the National Disadvantaged Business Enterprise Resource Directory.

U. S. Department of Commerce
Minority Business Development Agency
100 Huntington Avenue, Copley Place
Boston, MA 02116
617/986-6366 (identifies certified minorities)

Massachusetts Small Business Development Center Network,
Boston Regional Office & Minority Business Center
University of Massachusetts Boston
100 Morrissey Boulevard
Wheatley Building, 3rd Floor, Suite 154, Room 10
Boston, MA 02125
617/287-7750

Supplier Diversity Office
The McCormack Building
One Ashburton Place, 13th Floor
Boston, MA 02108
https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx

Airport Minority Advisory Council
2001 Jefferson Davis Highway, Suite 500
Arlington, VA 22202
703-414-2622 phone
703-414-2686 fax

This Airport will deem any firm appearing on the current list of DBE contractors certified by the above businesses to be a DBE firm.

REQUIRED CONTRACT CLAUSES (§§26.13, 26.29)

Contract Assurance

The Airport will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

> The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Airport deems appropriate.

Prompt Payment

The Airport will include the following clause in each DOT-assisted prime contract:

> The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Barnstable Airport Commission. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Barnstable Airport Commission. This clause applies to both DBE and non-DBE subcontractors.

OVER CONCENTRATION (26.33)

To date the Barnstable Municipal Airport has not identified any over concentration of DBE's in any particular work field or required service specialty area, pursuant to 49 CFR, Section 26.33.

MONITORING AND ENFORCEMENT MECHANISMS (§26.37)

The Airport will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109.

This monitoring and enforcement mechanism provides for a running tally of actual DBE attainments (payments actually made to DBE firms).

The Airport will also consider similar action under its own legal authorities, including responsibility determination in future contacts. The Barnstable Municipal Airport may also take the following action, as necessary, in order to provide compliance by a prime contractor, including suspension or termination of contracts, liquidated damages, debarment, or other legal enforcement, depending on the noncompliance issue.

OVERALL GOALS (§26.45)

Amount of Goal

The Airport's overall goal for Federal FY 2015-2017 is the following: 4.77% of the Federal financial assistance we will expend in DOT-assisted contracts. This overall goal is applicable to all DOT-assisted contracts for construction, professional services, and equipment.

The Airport anticipates the letting of DOT-assisted contracts totaling $875,000.00 during FY 2015-2017, based on the approved Airport Capital Improvement Program (ACIP) on file with the FAA. Based on this amount, the expected value of work by DBEs on the FY 2015-2017 project(s), which are to be fully or partially funded with federal funds shall be $41,735.00

Method

The following is a summary of the method used to calculate this goal:

Establishing the overall goal includes a two-step process in which a base goal is calculated and then is consequently adjusted. For the first step, determination of the base goal, Example 1 from 26.45 was followed. The number of available DBEs for Airport-related construction work was derived from the latest revision of State's Supplier Diversity Office's (SDO) DBE directory. Two filters were then applied to the raw data. One was geographic filter, for which it was estimated that the Airport would draw the vast majority of its contractors from counties surrounding the Airport and from counties that have contractors that historically have bid on jobs in the area. The second filter then examined which of the DBEs within the geographic base perform work that can be used on Airport-related construction contracts. The resulting number represents the numerator in the base goal calculation. For determining the total number of construction-based businesses, the 2012 County Business Pattern database established by the U.S. Census Bureau was used. The two filters used in the numerator were also applied to this raw data. The geographic filter of surrounding counties was employed. The second filter examined the North American Industry Classification System **(**NAICS) codes to determine the number of contractors that perform Airport-related construction work. This result represents the denominator in the base goal calculation. The 4.91% base figure is based on the 2011 DBE Program that used the most recent data available, which is tailored to a local region for the expected type of construction contracting program. Refer to the tables below for the supporting analysis:

DBE Base Goal Calculation -- Barnstable Municipal Airport
Number of Airport-Related Construction Businesses

County	Arch/Eng DBE's Qualified for Airport Work	Total Number Arch/Eng DBE's	Total Number of Arch/Eng Companies [3]	Construction DBE's Qualified for Airport Work	Total Number Construction DBE's	Total Number of Construction Companies Qualified for Airports [4]	Total Number of Construction Companies [5]
Barnstable	0	4	137	3	13	259	1006
Bristol	0	3	128	5	22	409	1445
Dukes	0	0	14	0	0	48	191
Nantucket	0	0	17	0	0	34	231
Norfolk	6	14	295	7	18	564	1933
Plymouth	3	9	190	5	28	488	1465
TOTALS	9	30	781	20	78	1802	6271

[1] Derived from US Census Bureau data, County Business Patterns (NAICS), http://www.census.gov/econ/cbp/index.html 2012.
[2] All Airport-related construction and architectural and engineering businesses in surrounding counties and from those counties that historically bid on area projects were considered.
[3] NAICS Code #5413
[4] NAICS Codes #237, 2371, 2373, 2379, 23821 & 23891
[5] NAICS Code #23----

Base Goal:

$$\frac{\text{DBE Companies qualified for Airport Work}}{\text{Total Companies qualified for Airport Work}}$$

*****Construction is weighted at 90% of Base Goal and Arch./Eng/ Services is weighted at 10% to get an overall base goal.

.1(9/781) + .9(20/1802)
= 0.0111 = 1.1%

We have adjusted the base figure to mirror the base goal of 4.91% that was contained in the 2011 DBE Program. This value was previously used because there had been success in typical projects performed at the Airport which have met or exceeded DBE goals.

The second step in establishing the overall goal involved an adjustment of the base goal set in Step 1 by examining additional evidence and expertise of the local conditions affecting DBEs. A relevant form of evidence is the performances of DBEs on previous contracts. While it does not necessarily reflect the availability of DBEs, past performance is a useful indicator of the ability of DBEs to perform on contracts. Also, to better tailor the base goal to the local climate, the types of construction work in the contracting program can be examined to determine the relative availability of DBEs to perform in those fields. After reviewing the relevant information that is available, the base goal may then be adjusted upward or downward as needed.

The contract items from Airport Improvement Program (AIP) projects of the last several years were examined to determine the dollar value of items, which provide subcontracting opportunities to DBE firms, which have historically participated in the AIP projects at the Airport.

Barnstable Municipal Airport DBE Program, continued

Typical items, which have had DBE participation included, crack sealing and slurry sealing, landscaping, pavement markings, environmental studies, and trucking. The table below reflects the last seven years projects and the average of the DBE participation.

AIP Fiscal Year	DBE Percentage
2013	3.42%*
2012	4.68%
2011	3.6%
2010	2.1%
2009	4.32%
2008	5.40%
2007	8.97%
Avg.% for past 7 yrs.	**4.64%**

* - One of the FY '13 AIP projects (AIP-58, Rehab Apron – Phases 1 & 2, Realign Taxiway A) is currently under construction as the update to the DBE Program was being developed. Therefore, the DBE percentages shown were based on actual expenditures through May 31, 2014.

We have averaged the last seven year's DBE participation and arrived at a figure of 4.64%. We have merged the 4.91% base figure and the past 7-year historic participation percentage of 4.64% to arrive at an adjusted figure of 4.77%.

Given the above information, the Airport's adjustment to the DBE goals established in Step 1 shall be 0.0%. A DBE goal of 4.77% participation in Federally funded projects at the Airport has been established for the upcoming Federal fiscal year.

As stated previously, Barnstable Municipal Airport is located on Cape Cod. Because of the make-up of the seasonal population in the area, we seek participation from surrounding counties in order to obtain willing and able contractors.

The national aspirational goal has been established at 10%. Barnstable recognizes this goal; however, Barnstable's goal has been obtained based on the calculation method as noted above.

Process

The Airport submits its overall goal to DOT on August 1 of each year.

Before establishing the overall goal each year, the Airport will consult with the Massachusetts DOT's Civil Rights Office, and SDO to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Airport's efforts to establish a level playing field for the participation of DBEs. Additionally, we keep information obtained from the organizations listed in the "Directory" under 26.31. This Airport will deem any firm appearing on the current list of DBE contractors certified by the Supplier Diversity Office (SDO) to be a DBE firm. Consultation with these groups has been undertaken for FY 2015-2017.

Following this consultation, the Airport will publish a legal notice of the proposed overall goal in *Cape Cod Times*, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice, and informing the public that Barnstable Municipal Airport and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, we will issue this notice on or about June 1 of each year. The notice must include addresses to which comments may be sent and addresses where the proposal may be reviewed. A sample notice is included below:

LEGAL NOTICE

BARNSTABLE AIRPORT COMMISSION
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN
FISCAL YEAR 2015-2017GOAL STATEMENT

A 4.77% disadvantaged business enterprise (DBE) overall utilization goal for federally funded Airport improvement projects at the Barnstable Municipal Airport (HYA) has been established for the 2015-2017 Federal fiscal year per the requirements of 49 CFR Part 26. The methodology used to derive this goal can be reviewed for thirty (30) days following the date of this notice at the Barnstable Airport Administration Office, 480 Barnstable Road, Hyannis, MA 02601. Comments concerning the overall goals will be accepted for fifteen (15) days following the completion of the thirty (30) days notice period at the address provided above and by the Federal Aviation Administration, 12 New England Executive Park, Burlington, MA 01803.

All firms, both DBE and non-DBE, are invited to contact the Barnstable Municipal Airport for information regarding bidding opportunities on federally funded Airport improvement projects.

The above advertisement is scheduled for publication in the *Cape Cod Times* in September, 2014. The overall goal submission to DOT will include a summary of information and comments, if any, received during this public participation process and our responses.

The Airport will begin using our overall goal on August 1 of each year, unless we have received other instructions from DOT or, if the goal is established on a project basis, by the time of the first solicitation for a DOT-assisted contract for the project.

Breakout of Estimated Race-Neutral and Race-Conscious Participation

The Airport estimates that, in meeting the overall goal of 4.77%, the Airport will obtain 4.77% from race-neutral participation and 0.0% through race-conscious measures (see page 10 for method used to establish percentage). Additionally, all other previous goals were achieved solely using race-conscious measures. We will closely monitor our results using our proposed

race-neutral measure and will take these results into consideration when estimating our future race-neutral/race conscious projections.

The Airport will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see §26.51(f)) and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

CONTRACT GOALS (§26.51)

The Airport will use contract goals to meet any portion of the overall goal that the Airport does not project being able to meet using race-neutral means. Race-neutral means, utilized by this small airport to ensure we meet the maximum feasible portion of our overall goal include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces).

2. Advertising potential contracts in the Massachusetts State Central Register, which is an industry periodical that is available to DBE's to make them aware of work opportunities.

Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means (see page 10 for method used to establish percentage). Subsequent contracts will be monitored and adjusted accordingly should the goal be met or exceeded.

The Airport will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. The Airport need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Airport will express the contract goals as a percentage of the total amount of a DOT-assisted contract. In the past, we have exceeded our contract goals; however, this was accomplished when race-conscious means were acceptable.

GOOD FAITH EFFORTS (§26.53)

Information to be submitted

The Airport treats bidder/offerors' compliance with good faith effort requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information prior to the award of the contract:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform:
3. The dollar amount of the participation of each DBE firm participation
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Demonstration of good faith efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO, or his/her representative, shall be responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The Airport will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Administrative reconsideration

Within five (5) days of being informed by the Airport that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official*:*

Roland Breault, Airport Manager
Barnstable Municipal Airport
480 Barnstable Road, MA 02601
508/775-2020
e-mail: roland.breault@town.barnstable.ma.us

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make or document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract

The Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Airport will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the Airport will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, in an effort the meet the DBE goal. If the contractor fails or refuses to comply in the time specified, the Airport may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the Airport may issue a termination for default proceeding.

Also, the Contractor shall not terminate for convenience and then perform the work of the terminated subcontract with its own forces or those of an affiliate without prior written consent.

COUNTING DBE PARTICIPATION (§26.55)

The Airport will count DBE participation toward overall and contract goals as provided in 49 CFR §26.55.

CERTIFICATION/UCP (§§26.61 – 26.91)

The Airport has recently changed its method of assuring certification of DBEs by relying on formal certification from SDO. According to SDO regulations, DBEs are qualified by using the certification standards in conjunction with U S Department of Transportation, 49 CFR Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards.

1. Our contact with SDO is:

Ms. Nedra White
Supplier Diversity Office
The McCormack Building
One Ashburton Place, 13th Floor
Boston, MA 02108

"No Change" Affidavits and Notices of Change

The Airport shall require all DBEs to inform the Airport, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the DBE's application for certification.

The Airport also requires all owners of all DBEs that have been certified to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of §26.83(j). The text of this affidavit is the following:

> "I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to the Barnstable Airport Commission under §26.83(i). *[Name of firm]* meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $22.41 million."

The Airport shall require DBEs to submit with this affidavit documentation of the firm's size and gross receipts.

The Airport will notify all DBE firms currently certified by the SDO of these obligations by certified mail. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all regulatory requirements of Part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a Part 26 eligibility requirement (e.g., personal net worth), the obligation to submit a notice of change applies.

Personal Net Worth

The Airport will require all disadvantaged owners of applicants and of DBEs currently certified by the Airport, whose eligibility under Part 26, the Airport reviews. A signed and notarized statement of personal net worth, with appropriate documentation, must accompany a bid for work. This is required in order to determine the Personal Net Worth does not exceed the maximum allowed by law on an annual basis. This amount does not include the DBE's personal home.

An SBA 2-page personal net worth form shall be submitted as part of an application or re-application.

Re-certifications (26.83(h)

The Barnstable Airport Corporation will review the eligibility of DBEs that were certified under former Part 23, to make sure that they meet the standards of Subpart D of Part 26. The Airport will complete this review no later than three years from the most recent certification date of each firm. The DBE shall submit a sworn affidavit that there have been no changes in the firms circumstances affecting its' ability to meet size, disadvantaged status, ownership or control requirements or any material changes since it submitted its certification form. The affidavit shall specifically affirm that the firm continues to meet the SBA size criteria and overall gross receipts cap.

For firms that have been certified or reviewed and found eligible under Part 26, shall be reviewed as to their status of eligibility *every three years.*

Process – Remove a DBE's Eligibility (26.87)

Regardless of the length of the project, the Airport will use the SDO certification standards to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The Airport will make our certification decisions based on the facts as a whole.

In the event we propose to remove a DBE's certification, we will follow procedures consistent with Section 26.87. To ensure separation of functions in a decertification, we have determined that the SDO office will serve as the decision maker in decertification proceedings. We have established an administrative "firewall" to ensure that SDO will not have participated in any way in the decertification proceeding against the firm (including participating in the decision to initiate such a proceeding).

For information about the certification process or to apply for certification, firms should contact the Airport or the Supplier Diversity Office.

DOT Certification Appeals 26.89

Any firm or complainant may appeal the Airport's decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Department of Office of Civil Rights
External Civil Rights Program Division (S-33)
1200 New Jersey Avenue, S.E.
Washington, DC 20590
Phone: 202-366-4754
TTY: 202-366-9696
Fax: 202-366-5575

The Airport will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for their DOT-assisted contracts.

INFORMATION COLLECTION AND REPORTING

Bidders List

The Airport will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders' list approach to calculating overall goals. The bidders list will include the name, address, DBE/non-DBE status, age, and bonding capacity of firms.

We will collect this information in the following ways:

1. Inclusion of a contract clause requiring prime bidders to report the name, address, type of business, and DBE or non-DBE status of all firms who quote to them on subcontracted items.

2. The Airport, or their representatives, will collect the data submitted in Step 1 and collect additional information from these firms via a direct mail survey. The additional

information requested may include DBE certification information (if certified by another recipient agency), type of work performed by firm, gross annual revenues, age of firm, and the bonding capacity of the firm. A sample questionnaire follows.

3. The Airport shall annually publish a legal notice as an invitation to DBE and non-DBE firms to obtain information regarding bidding opportunities on federally funded projects at the Airport. This notice shall be done in conjunction with the annual Statement of DBE Goals.

Monitoring Payments to DBEs

The Airport will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The Airport will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The Airport will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Reporting to DOT

The Airport will report DBE participation to DOT as follows:

The Airport will submit annually DOT Form 4630, as modified for use by FAA recipients.

Confidentiality

The Airport will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law. Notwithstanding any contrary provisions of state or local law, the Airport will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

DISADVANTAGED BUSINESS ENTERPRISE QUESTIONNAIRE
Barnstable Airport Commission
Hyannis, Massachusetts

As part of a recent bid form received by the Barnstable Municipal Airport, your firm submitted a bid or provided a price quote to another firm(s) submitting bids on a Federally-funded project. Per the requirements of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in DOT Programs", the Airport has established a DBE plan. This plan is updated annually to reflect the actual local bidding conditions and the availability of qualified DBE firms, which are ready, able and willing to participate in Federally-funded projects at the Airport. The information below will assist the Airport in maintaining an accurate directory of firms bidding, or are interested in the opportunity to participate in these projects.

Please provide the following information:

Name of Firm:_____

Address:_____

_____

Contact Person:_____

Phone:___( )_____

Fax:____( )_____

DBE Certifications (include type and expiration date):_____

Type of Work Done by Firm:_____

Age of Firm:_____ Annual Gross Revenues of Firm:_____

Bonding Capacities of Firm: Max. Single Contract:_____

Max. Aggregate:_____

Please remit this information to:
DBE Liaison Officer
Barnstable Municipal Airport
480 Barnstable Road
Hyannis, MA 02601

Your participation in this effort is appreciated and will help establish realistic DBE goals for future projects at Barnstable Municipal Airport.

TOWN OF BARNSTABLE REQUIREMENTS

TOWN OF BARNSTABLE INSURANCE REQUIREMENT

Insurance Requirement/Indemnification

1. Indemnification

The Contractor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the TOWN.

2. General Requirements

(a) 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 defend, 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.

(b) 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, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall 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 Contractors's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management.

(d) 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.

(e) 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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **Pollution Liability Insurance**

The Contractor shall carry pollution liability insurance providing for a limit of not less than One Million Dollars ($1,000,000.00), adding the Town as an additional insured. The coverage must extend to first party liability, third party liability and include remediation expense, outside the limits of liability, of a minimum of One Million Dollars ($1,000,000.00). ***(Note: This may be automatically covered in architects, designers or engineers Professional Services Liability policies.)***

8. **Professional Services Liability/Errors and Omissions Insurance (Reserved)**

(a) The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and omissions insurance coverage in an amount no less than Two Million Dollars ($2,000,000.00) ***in the aggregate***. Subject to the approval of the Town, the Contractor may have a professional liability policy with a deductible clause if, in the judgment of the Town, the Contractor's financial resources are sufficient to directly absorb the possible expense without assistance.

(b) The coverage shall be in force from the time of the Agreement to the date when all contracted work being performed under the contract is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town should the coverage become unavailable.

(Note: Amount of coverage may be adjusted on a case by case basis after review by Risk Management.)

9. **Other Liability (as may be necessary)**

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

(b)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.

TOWN OF BARNSTABLE

Minority and Woman Owned Business Participation Requirements

The Town of Barnstable Minority/Women Business Enterprise Plan of 7.4% MBE and 4% WBE participation requirements DO NOT apply to this contract. Refer to the Airport DBE Plan for DBE participation requirements.

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:**_____

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 _____

FAX _____ EMAIL _____

****

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.

_____ By: _____

* Signature of Individual or Corporate Officer

Corporate Name (Mandatory) (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.

BID PROPOSAL

The Barnstable Municipal Airport, Hyannis, Massachusetts acting through its Airport Commission hereinafter called the Owner, having invited proposals to:

"RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING
AIP NO. 3-25-0025-62-2015"

is hereby notified that the following proposal to perform the above-mentioned work or portions thereof is fully in accordance with the conditions set forth in the foregoing INSTRUCTION TO BIDDERS, in the Contract Documents, Articles, and Specifications and in other documents bound thereto, and indicated on the Contract Drawings.

The undersigned proposed and agrees that if he receives notice that his proposal has been accepted by the Owner, he will on some one of the 10 calendar days immediately following receipt of such notice appear at the office of the Owner and deliver to the properly accredited representative of the Owner, a Contract, together with a 100% Performance Bond and a Payment Bond furnished by a company satisfactory to the Owner, which contract and bonds shall be executed in the form annexed hereto. The Contract provides that the Owner, as full compensation for doing and completing the work of carrying out the requirements of the Contract Articles, Drawings and Specifications, shall pay to the undersigned the unit prices and lump sums which the undersigned has recorded in the Schedule of Prices in the BID PROPOSAL, or such unit prices and lump sums increased or decreased in a manner as provided for in the Contract Articles.

The undersigned also agrees that the bid security, as described in INSTRUCTION TO BIDDERS, made payable to the Owner, accompanying this Proposal, shall become the property of the Owner as compensation for damage suffered by said Owner should the undersigned fail to execute the said Contract and Bonds after being properly notified that his Proposal has been accepted.

The undersigned agrees, by submission of this bid, to meet the DBE goal for this contract as stated in the Invitation for Bid documents.

The undersigned understands that it is the intention of the Owner not to award a contract for this work under this or any other Proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and that the Owner reserves the right to reject this or any other Proposal or to award the contract as is deemed to be in the best interest of said Owner.

Furthermore, the Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty; at any time before a contract has been fully executed by all parties and is approved by the Owner.

The undersigned further agrees that he will, upon request, furnish in confidence such information as will enable the Owner to judge of the financial responsibility of himself and his proposed subcontractors.

The undersigned understands further that the quantities given in the Schedule of Prices in the Proposal are approximate only and are given as a basis for the comparison of the proposals; that the Owner does not agree, expressly or by implication that the actual amount of work under any item will correspond even approximately therewith but reserves the right to omit any item completely or to increase or decrease the quantity of any item of the work listed as may be found desirable or necessary during the carrying out of the construction work; and that the unit prices quoted in the Schedule of Prices in the Proposal shall apply without change to such variation in the quantity of each or all items.

The undersigned further agrees that in case of a discrepancy between the unit prices bid written in words and the unit prices bid written in figures, the unit prices bid written in words will govern; in case of a discrepancy between unit prices bid and amounts, the unit prices bid will govern.

The undersigned agrees that he will start work within 10 calendar days after receipt of a Notice to Proceed with the work and he will complete in its entirety for his proposed contract as follows:

60 CALENDAR DAYS

The Contractor shall pay to the Owner as liquidated damages:

The sum of $1,500.00 per day for each calendar day or portion thereof is to be agreed upon as liquidated damages and shall be paid by the undersigned to the Barnstable Municipal Airport Commission for each and every day in which the work of the Contract, as stipulated above, is uncompleted after the time stipulated for such completion, and the prices bid shall be fixed with regard to this provision. All costs of engineering field work and inspection between the completion date specified and the actual completion of the Contract shall be borne by the Contractor regardless of whether or not an extension of time may be approved.

The undersigned understands that the Owner shall have the authority to postpone the issuance of the Notice to Proceed with the work and/or to suspend the work wholly, or in part, for such periods as the Owner may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of work.

The undersigned understands that the Owner shall have the authority to reduce the scope of work and associated contract time frame as deemed necessary in order to remain within the allocated funding structure for this project, and that the deletion or reduction by the Owner of any items listed in the Schedule of Prices in the Proposal shall in no way affect or change the unit prices and/or lump sum prices quoted in the undersigned's proposal for the remaining items of work. The undersigned represents that this Proposal is made in good faith without fraud, collusion or connection of any kind with other Bidders for the same work, that the undersigned is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or corporation, that no other person or corporation has any interest in the profits of the contract, that the undersigned has read the contract documents attached hereto and is fully informed in regard to all provisions thereof including without limitation the drawings, the time for the performance and, the provisions for liquidated damages, if any, and that the undersigned has visited the premises described in said Contract Drawings and made his own examination of the place where the work is to be done and of all conditions pertaining to the work and has made his own estimates and from such examination and estimates makes this bid.

All Commonwealth of Massachusetts Compliance and reporting procedures for M/WBE shall apply to DBE as defined by these documents. All Federal, State and local DBE/MBE/WBE forms and documentation including Letters of Intent must be submitted with the bid. Supplier Diversity Office (SDO) (formerly SOMWBA) Certification of DBE's is required. It should be noted that the low bidder will be responsible for satisfying DBE set aside requirements regardless of what items, if any, are deleted from the Contract prior to award.

If the low bidder submits Letter(s) of Intent for DBE subcontractors for work items designated in the Proposed Schedule of Prices which are determined by the Owner to be deleted from the Contract, prior to award; the low bidder will have ten (10) days to re-submit new Letter(s) of Intent upon notification from the Owner which bid items are to be included in the signed contract.

Award will be made to the lowest responsible bidder. In determining the lowest eligible and responsible bidder, the Awarding Authority shall use the sum of the Base Bid.

PROPOSED SCHEDULE OF PRICES – BASE BID
TO
"RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING
AIP NO. 3-25-0025-62-2015"

Item Number	Estimated Quantity	Item and Unit Bid Price Written in Words	Unit Price			Amount		
			Dollars		Cents	Dollars		Cents
P-151-1	3500 LF	**FIBER MULCH ROLLS** at _____ Dollars and Cents per LINEAR FOOT	$			$		
P-151-2	1 LS	**DEVELOPMENT AND IMPLEMENTATION OF SWPPP** at _____ Dollars and Cents per LUMP SUM	$			$		
P-156-1	16 ACRES	**TREE CLEARING AND TREE PROTECTION** at _____ Dollars and Cents per ACRE	$			$		

Total Bid Price Written in Figures: $_____

Total Bid Price Written in Words: _____

2. STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned submits answers to the following questions to enable the Owner to aid in determining the bidder's experience, ability and facilities for completing the proposed work:

1. The work, if awarded to you, will have the resident personal supervision of whom? State his or their special qualifications.

2. Describe equipment you propose to use. State whether you own or rent it.

3. How many years has your organization been in business as a general contractor under the name in which you propose to execute this Contract?

4. What projects has your present organization completed of character similar to that proposed? Give the information indicated by the following tabulation:

Name and Address of Owner Whom Work or Subcontractor Was Done For	Work Done As Contractor	Approx. Amount of Contract	Date Work Was Done

5. Has your present organization ever been involved in litigation on any work awarded to it? If so, state when, where and why.

6. Give below the name of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

Name of Bank	Address	Telephone

7. The name and residences of all persons and parties interested in this proposal as principals are as follows:

NOTE: In case of a corporation, give names of officers and directors; In case of partnership, give names of all partners.

8. The undersigned also agrees that all work to be performed by the subcontractors and the sums to be paid the subcontractors for the same, by the Contractor, are as follows:

Description of Subcontract Work	Name and Address of Subcontractor	Unit Prices	Amounts

9. Have you on any of your projects failed to complete the work within the original contract completion time (during past five-year period)? If so, indicate why for each project. The Owner's engineer reserves the right to recommend the disqualification of the bidder based upon the investigation of the information furnished.

Description of Contract Work	Name and Address of Sponsor	Extra Time Used to Complete Contract and Reasons for Same

3. SIGNATURE OF BIDDER

*Signed _____ (Seal)
By: _____
Title: _____
Date: _____

This proposal includes Addendum Number(s) _____.
(Fill in number(s) if Addendum(s) are issued.)

Address of permanent place of business to which Notice to Proceed should be sent:

_____
_____
_____
_____
Telephone Number: _____ Fax Number: _____

* Important: Execute acknowledgment of officer or agent who signs this document (use proper form below):

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of _____)

County of _____) SS:

On this _____ day of _____, 20 _____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of _____)
County of _____) SS:

On this _____ day of _____, 20 _____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of _____)

County of _____) SS:

On this _____ day of _____, 20 _____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

(Seal) _____
Notary Public

4. COMMONWEALTH OF MASSACHUSETTS REGULATIONS REQUIRED TO BE INSERTED INTO THE BID PROPOSAL SECTION

A. Commonwealth of Massachusetts Certification for Compliance with Minority Ratios and Affirmative Action, Page BP-26

B. Commonwealth of Massachusetts Certification for Corporate, Firm or Individual-Owned Business Compliance with Massachusetts Tax Returns and Tax Payments, Page BP-27

C. Commonwealth of Massachusetts Certification for Not Paying a Retainage Fee to Others for Securing This Work, Page BP-28

D. Commonwealth of Massachusetts Disadvantaged Business Enterprise Set Aside Requirements, Pages BP-31 through BP-34

COMMONWEALTH OF MASSACHUSETTS

A. BIDDER'S CERTIFICATION REQUIREMENT

The following certification statement will be inserted in the bid documents just above the bidder's signature:

> "The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the state's appendix EEO attached hereto (see Page GP-99), including compliance with the minority subcontract efforts specified in the Local DBE Plan. The Contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the appendix EEO."

DATE: _____

BIDDER'S NAME: _____

Legal Name of Person, Firm or Corporation

BY: _____

TITLE: _____

COMMONWEALTH OF MASSACHUSETTS

B. BIDDER'S CERTIFICATION REQUIREMENT

The following certification statement will be inserted in the bid documents just above the bidder's signature:

> "Pursuant to Massachusetts General Laws, Chapter 62C, Section 62C, Section 49A, I certify under the penalty of perjury that the following firm or corporation, to the best of my knowledge and belief, has filed all Massachusetts Tax Returns and paid all Massachusetts taxes required under law."

DATE: _____

FEDERAL
I.D. NO. _____

BIDDER'S
NAME: _____
Legal Name of Person, Firm or Corporation

BY: _____

TITLE: _____

COMMONWEALTH OF MASSACHUSETTS

C. BIDDER'S CERTIFICATION REQUIREMENT

The following certification statement is to be signed by the bidder.

I hereby certify that I am a _____ (title of officer of the company) and duly authorized representative of _____ (name of company), whose address is _____ and that neither I nor the above company I here represent has:

A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any company or person (other than a bona fide employee working solely for me or the above company) to solicit or secure this Contract,

B. Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any company or person in connection with carrying out the contract, or

C. Paid, or agreed to pay, to any company, organization, or person (other than a bona fide employee working solely for me or the above company) any fee, contribution, donation, consideration of any kind for, or in connection with, procuring or carrying out the Contract;

I acknowledge that this certification is to be furnished to the Massachusetts Department of Transportation – Aeronautics Division and to the Department of Transportation of the United States Department of Transportation, in connection with this Contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

Title: _____

COMMONWEALTH OF MASSACHUSETTS

D. DISADVANTAGED BUSINESS ENTERPRISE SET ASIDE REQUIREMENTS

A. General

All Federal, State and local DBE/MBE/WBE forms and documentation including Letters of Intent must be submitted with the bid. Supplier Diversity Office (SDO) (formerly SOMWBA) Certification of DBE/MBE/WBE's is required.

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DISADVANTAGED BUSINESS ENTERPRISE ("DBE")*
LETTER OF INTENT / SCHEDULE OF PARTICPATION

(This form must be completed in full and submitted to the sponsor with DBE documentation per local DBE plan)

Airport _____ Project No. _____

Project Title _____

_____
Name of General Contractor

_____
Name of DBE Contractor**

_____
Address

_____
City State Zip Code Phone

1. The undersigned DBE firm intends to perform work in connection with the above referenced project as:
Check One:

☐ An individual ☐ A partnership ☐ A corporation

☐ A joint venture with: _____

☐ Other _____

2. The undersigned affirms that (s)he is a duly authorized official representing the proposed DBE and affirms that its certification has not expired nor been revoked.
(Attach a copy of the certification letter)***
Check all that apply:

☐ MBE ☐ WBE ☐ Other _____

Certification Agency _____ Certification Number _____

3. If awarded the contract, the undersigned intend to enter into a subcontract to perform the work described on the following sheet for the prices indicated.

---

* For state ASMP projects, DBE included minority and/or women owned firms as defined and certified by SOMWBA

** Use a separate form for each DBE firm to be utilized on the project.

*** Certification must be completed prior to contract award. See contract documents and "Instructions to Bidder."

NOTE TO BIDDER: THE DBE GOAL FOR THIS PROJECT SHALL NOT BE LESS THAN ___% (FROM SPONSOR'S DBE PLAN). IF THIS GOAL IS NOT MET, THE BIDDER MUST SUBMIT DOCUMENTATION OF A "GOOD FAITH EFFORT" TO THE SPONSOR, PRIOR TO CONTRACT AWARD, AS OUTLINED BY THE SPONSOR'S DBE PLAN.

Contract Item No.	Description of Work to be Performed by DBE Contractor	Estimated Quantity	Unit Price	Item Amount

Total amount credited to DBE contractor (add item amounts): TOTAL $ _____

Proposed total contract price: $ _____

The total price to DBE contractor for work performed under this contract is ___% of the proposed total contract price. (See note to bidder above).

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project pursuant to all conditions noted in attached documents, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true and accurate to the best of their knowledge.

Name of DBE Contractor _____ Title _____

Authorized Signature _____ Date _____

Name of General Contractor _____ Title _____

Authorized Signature _____ Date _____

PROJECT EXPENDITURE REPORT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED BY THE CONTRACTOR WITH EACH REQUEST FOR PAYMENT.)

PROJECT: _____

DBE CONTRACTOR_____MAC PAYMENT VOUCHER NO._____

TOTAL DBE CONTRACT PARTICIPATION $_____PERCENTAGE OF CONTRACT____

CONTRACT ITEM NO.	DESCRIPTION OF WORK TO BE PERFROMED BY DBE CONTRACTOR	ESTIMATED QUANTITY	UNIT PRICE	ITEM AMOUNT

TOTAL AMOUNT REQUESTED BY DBE THIS INVOICE (ADD ITEM AMOUNTS) $_____

TOTAL AMOUNT PREVIOUSLY REQUESTED BY DBE $_____

TOTAL AMOUNT REQUESTED BY DBE TO DATE $_____

The undersigned certifies that the DBE Contractor has successfully completed the above referenced work associated with this project and further assures that said DBE Contractor will be paid in full for the amount indicated above for said services.

_____

Contractor Signature Date

Approved By:

_____

DBE Contractor Signature Date

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CONTRACT

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

THIS AGREEMENT, made and executed this _____ day of _____ in the year Two Thousand and Fifteen, by and between the Barnstable Municipal Airport Commission, a Commission within the Town of Barnstable, County of Barnstable, in the Commonwealth of Massachusetts, being herein termed the OWNER, party of the first part, and _____ herein after termed the CONTRACTOR, party of the second part;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, (General Provisions Pages GP-1 to GP-116 and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the following work to:

"RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING
AIP NO. 3-25-0025-62-2015"
at the Barnstable Municipal Airport, Barnstable, Massachusetts.

herein after called the PROJECT, for the Contract Bid Price recorded in the PROPOSED SCHEDULE OF PRICES, and all extra work in connection therewith, under the terms as stated in the Performance, Labor and Material Bonds and the General Provisions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said PROJECT in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Articles and Documents, Contract Drawings, Specifications and Addenda; all of which are made a part hereof and collectively evidence and constitute the Contract.

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”.

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 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 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.

The Contractor/Consultant shall indemnify, defend and hold harmless the Owner, its elected or duly appointed officers, directors and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional misdeeds or omission of the Contractor/Consultant, its employees or its agents in providing its service to employees of the municipality or their dependants pursuant to the Agreement.

THE CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete the project within **60 calendar days,** consecutive thereafter; and the CONTRACTOR represents that he has informed himself fully in regard to all conditions pertaining to the place where the work is to be done and other circumstances affecting the work; and

That the OWNER shall pay (as may prove convenient under the OWNER'S system of monthly audit and payment of bills) and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract ***$*** _____

(The total price recorded in the Schedule of Prices.)

Signed, sealed and delivered to the OWNER on the day and year first above written.

CONTRACT SIGNATURES

BARNSTABLE MUNICIPAL AIRPORT COMMISSION

By: _____ Attested _____
By: Ronald Persuitte, Chairman

Contractor**

By: _____ Attested _____
_____ Title _____
(Print name and title of person from the Contractor's who is executing the contract)

** Execute acknowledgment of the officer or agent of the officer or agent of the Contractor who signs this document. Use proper form on next page.

Approved as to Form
By: _____

Attorney for the _____ of _____

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of _____)
County of _____) SS:

On this _____ day of _____, 20 _____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of _____)

County of _____) SS:

On this _____ day of _____, 20_____, before me personally came and appeared _____ to me known and known to me to be done of the members of the firm of _____, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of _____)

County of _____) SS:

On this _____ day of _____, 20 _____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

(Seal) _____

Notary Public

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, an individual, a partnership, a corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at _____, as Principal, and _____ a corporation organized under the laws of the _____ of _____ which company is authorized to transact business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in _____, Massachusetts, as Surety, are holden and stand firmly bound and obligated unto the Town of Barnstable acting through the Barnstable Municipal Airport Commission, as Obligee, in the sum of _____ dollars ($_____), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Barnstable Municipal Airport Commission entered into Contract with said Obligee, dated _____, 2015, a copy of which Contract is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of this obligation is such that if said principal shall well and truly pay for all labor performed or furnished and materials used or employed therein, including lumber so employed which is not incorporated therein and is not wholly or necessarily consumed or made so worthless as to use its identity but only to the extent of its purchase price less its fair salvage value and including also any material specifically fabricated at the order of the contractor or subcontractor for use as a component part of said public work so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into the public work, but only to the extent of its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract, Plans, and Specifications or any changes therein duly made; for payment of transportation charges, for materials used or employed therein which are consigned to the Contractor or a subcontractor who has direct contractual relationship with the Contractor; for payment by such Contractor and subcontractors of any sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction; for payment of transportation charges directly related to such rental or hire; and for payment by

such contractor and subcontractors of any sums due trustees or other persons authorized to collect such payments from the Contractor or subcontractors based upon the labor performed or furnished as aforesaid for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors and provided that any such trustees or other persons authorized to collect such payments for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits shall, subject to certain statutory provisions contained in Massachusetts General Laws, as amended, be entitled to the benefit of the security only in an amount based upon labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, this obligation shall be void; otherwise, it shall remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this _____ day of _____ ,2015.

WITNESS:

_____ (SEAL)
Name of Principal

_____

_____ By: _____

WITNESS:

_____ (SEAL)
Name of Surety

_____ (SEAL)

Power of Attorney for person signing for the Surety Company must be attached.

LABOR AND MATERIALS BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within Bond; that _____ who signed the said Bond on behalf of the Principal was then _____ of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____, 2015.

_____ Corporate Seal

LABOR AND MATERIALS BOND

INDIVIDUAL CERTIFICATE

State of _____)

) SS:

County of _____)

On this _____ day of _____, 2015, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County

of _____, State

of _____

LABOR AND MATERIALS BOND

PARTNERSHIP CERTIFICATE

State of _____)

) SS:

County of _____)

On this _____ day of _____, 2015, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is a general partner in the firm of, _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County

of _____, State

of _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, an individual, a partnership, a corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at _____, as Principal, and _____ a corporation organized under the laws of the _____ of _____ which company is authorized to transact business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in _____, Massachusetts, as Surety, are holden and stand firmly bound and obligated unto the Town of Barnstable acting through the Barnstable Municipal Airport Commission, as Obligee, in the sum of _____ dollars ($), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Barnstable Municipal Airport Commission, entered into Contract with said Obligee, dated _____, 2015, a copy of which Contract is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of the obligation is such that, if the said Principal shall well and truly keep and perform all of the agreements, terms, and conditions of said contract on his part to be kept and performed or furnished, this obligation shall be void; otherwise, it shall remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the Contract or the Specifications accompanying the same in any way effect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the Contract or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this _____ day of _____ 2015.

WITNESS:

_____ (SEAL)
Name of Principal

_____

_____By: _____

WITNESS:

_____ (SEAL)
Name of Surety

_____

Power of Attorney for person signing for the Surety Company must be attached.

PERFORMANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within Bond; that _____ who signed the said Bond on behalf of the Principal was then _____ of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____, 2015.

_____ Corporate Seal

PERFORMANCE BOND

INDIVIDUAL CERTIFICATE

State of _____)

) SS:

County of _____)

On this _____ day of _____, 2012, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County

of _____, State

of _____

PERFORMANCE BOND

PARTNERSHIP CERTIFICATE

State of _____)

) SS:

County of _____)

On this _____ day of _____, 2015, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is a general partner in the firm of, _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County

of _____, State

of _____

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION
CONTRACT APPROVAL

The Massachusetts Department of Transportation Aeronautics Division this _____ day of _____, Two Thousand and Fifteen, approves this Contract between the Barnstable Municipal Airport Commission and _____ in the amount of ***$***_____ to **"Runway 15 Visibility Zone (RVZ) Tree Clearing" AIP No. 3-25-0025-62-2015**, at the Barnstable Municipal Airport, Hyannis, Massachusetts.

This Contract is based upon the Drawings and Specifications approved by the Massachusetts Department of Transportation Aeronautics on the _____ day of _____, Two Thousand and Fifteen.

This approval is granted in accordance with Section 51K, Chapter 90, of the General Laws, as amended, and in no way makes the Massachusetts DOT Aeronautics Division a party to the contract or is to be considered as a commitment of funding unless so voted by the Massachusetts DOT Aeronautics Division. This approval will in no way interfere with the right of either principal thereunder.

_____
Christopher J. Willenborg, Administrator
Massachusetts DOT Aeronautics Division

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GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these Specifications, in the Contract, in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these Specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ALTERATION. Change in the form or character of the work done or to be done.

10-08 ASTM. The American Society for Testing and Materials.

10-09 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-10 AWARDING AUTHORITY. The person or group authorized by the Owner to award the Contract.

10-11 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-12 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-13 CALENDAR DAY. Every day shown on the calendar.

10-14 CHANGE ORDER. A written order to the Contractor covering changes in the Plans, Specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the Contract.

10-15 CONTRACT. The written agreement executed between the Owner and the successful bidder, covering the performance of the Work. the Contract shall include Notice to Contractors, Instructions to Bidders, the Proposal, the Proposal Guaranty, the executed agreement, the Contract Bond, the Payment Bond, these Specifications including these General Provisions, the General and Technical Specifications, Construction Details and Addenda (if any), the Plans and the Notice to Proceed. The Contract also shall include any Extra Work Orders, mutual understandings, and agreements that are required to complete the work, and authorized alterations or extensions thereof.

10-16 CONTRACT DOCUMENTS. Those documents herein before defined as included in the Contract.

10-17 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the Contract.

10-18 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.

10-19 CONTRACTOR. The individual, partnership, firm, or corporation undertaking the execution of the work under the terms of the Contract and primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-20 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-21 EMERGENCY. A temporary unforeseen occurrence or combination of circumstances which endangers life or property and calls for immediate action or remedy by either the Contractor or the Engineer.

10-22 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative, with such representative acting within the scope of the particular duties entrusted to them.

The Engineer shall have the right to inspect the work and to consult with and advise the Owner concerning the Work.

10-23 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-24 EXTRA WORK. An item of work not provided for in the awarded Contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the Contract as previously modified.

The term “extra work” shall mean work or materials required by the Owner which are in addition to those required by the Contract Drawings and Specifications in their present form.

10-25 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-26 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-27 FORCE ACCOUNT. Force account construction work is construction this is accomplished through the use of material equipment, labor, and supervision provided by the Owner or another public agency pursuant to an agreement with the Owner.

10-28 GENERAL SPECIFICATIONS. The special directions, provisions, and requirements prepared to cover proposed work not satisfactorily provided for elsewhere. These General Specifications shall be included within the general term "Specifications" and shall be made a part of the Contract with the express purpose that they shall prevail over all other Specifications.

10-29 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-30 INTENTION OF TERMS. Whenever, in these Specifications or on the Plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved", "acceptable", "satisfactory" or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the Contract Specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-31 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-32 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-33 LOCATION. The area which has been designated for the work. It is synonymous with the term "site".

10-34 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award Contract. All other items shall be considered minor contract items.

10-35 MATERIALS. Any substance specified for use in the construction of the contract work.

10-36 NOTICE. The term "notice" shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm, or corporation for whom intended or to his/her, their, or its duly authorized agent, representative, or officer; or when enclosed in a postage prepaid wrapper, or envelopes, addressed to such person, firm or corporation at his/her, their, or its last known business address and deposited in a United States mail box.

10-37 NOTICE OF AWARD. A written notice to the successful bidder stating that his bid has been accepted and that, in accordance with the terms of the notice and the Specifications, he is required to execute the Contract and furnish satisfactory contract bond.

10-38 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-39 OTHERS. Other Contractors, this Contractor under another contract agreement, organizations not connected with this Contractor which are performing functions in relation to this project, or personnel retained by the Owner.

10-40 OWNER (SPONSOR). The term Owner shall mean the party of the first part or the contracting agency signatory to the Contract. For AIP Contracts, the term Sponsor shall have the same meaning as the term Owner. Where the term "Owner" is capitalized in this document, it shall mean airport owner or sponsor.

10-41 OWNER'S REPRESENTATIVE. Whosoever the Owner may designate as his representative at the site of the contract work. This may include the Engineer.

10-42 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-43 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-44 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the Contract.

10-45 PLANS AND/OR DRAWINGS. The Contract Drawings, standard drawings and detail sheets, or exact reproductions thereof, which show the location, character, dimension, and details of the work including any alterations thereof permissible under the Contract and authorized by duly approved written orders.

10-46 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-47 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

10-48 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract and will execute the required bonds covering the work contemplated, if his/her proposal is accepted by the Owner.

10-49 RIGHT-OF-WAY. All lands or other property interests provided or acquired for the development and operation of an airport and its appurtenances.

10-50 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-51 SPECIFICATIONS. A part of the Contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the Contract Specifications by reference shall have the same force and effect as if included in the Contract physically.

10-52 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-53 SUBCONTRACTOR. A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

10-54 SUBGRADE. The soil which forms the pavement foundation.

10-55 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-56 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: (1) work that would increase or decrease the total amount of the awarded Contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded Contract; or (2) work that is not within the scope of the originally awarded Contract.

10-57 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

10-58 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-59 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract, Plans, and Specifications. “Work required by the Contract Drawings and Specifications in their present form” or “materials required by the Contract Drawings and Specifications in their present form” or words of similar import shall include all work or materials mentioned in the Specifications in their present form (whether or not shown upon the Contract Drawings), all work or materials shown upon the Contract Drawings in their present form (whether or not mentioned in the Specifications) and all work or materials involved in or incidental to the accomplishment of the results intended by the Specifications and Contract Drawings in their present form (whether or not mentioned therein or shown thereon).

10-60 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the Contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

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SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The Owner, or his/her authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the Owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current “bidder's list” of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit “evidence of competency” and “evidence of financial responsibility” to the Owner with their bids.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The Plans, Specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

The proposal forms that are to be furnished to bidders should state the location and description of the proposed construction, the place, date, and time of opening of the proposals, and should show the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form shall state the time in which the work must be completed, and the amount of the proposal guaranty which must accompany the proposal. Should the Owner require a prebid conference, the time, date, and place shall be stated in the proposal.

For AIP Contracts, the proposal shall conform to the requirements of local laws and ordinances pertaining to letting of contracts.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.

c. Contractor default under previous contracts with the Owner.

d. Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the Contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices or be regarded as cause for an increase or decrease in the time allowed for the completion of the work, except as provided in the Contract.

In the event that any part of the work has been divided into classes or items on a unit price basis and there is an increase or decrease in the quantity of any such class or item of work, the actual quantity executed will be paid for at the price bid for that particular class or item of work.

If the work is let on the basis of a lump sum contract or if the work includes lump sum items, the Bidder must obtain and be responsible for the data upon which s/he bases his/her bid. S/He shall not be entitled to any additional compensation in case the quantities of work actually done to fulfill the Contract and complete the work be different from his/her estimated quantities.

Implementation of the safety plan is considered to be incidental to the cost of the project and shall be included in the unit prices for all bid items.

Mobilization is considered to be incidental to the cost of the project and shall be included in the unit prices for all bid items.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. Statements as to the condition under which the work is to be performed, including plans, surveys, measurements, dimensions, calculations, estimates, borings, etc., are made solely to furnish a basis for comparison of bids, and the Owner does not guarantee or represent that they are correct. The bidder is expected to carefully examine the site of the proposed work, the proposal, Plans, Specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed Contract and may at his own risk and expense undertake his own subsurface investigation as may be required to satisfy himself as to the actual conditions. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, Plans, and Specifications.

By execution of this Contract, the Contractor warrants that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the negotiation and execution of this Contract, unless (1) such understanding or representations are expressly stated in the Contract and (2) the Contract expressly provides that responsibility therefor is assumed by the Owner. Representations made but not expressly stated and for which liability is not expressly assumed by the Owner in the Contract shall be deemed only for the information of the Contract and the Owner will not be liable or responsible therefor.

The Contractor further warrants that by executing this Contract, his failure, when he was bidding on this Contract, to receive or examine any form, instrument, or document, or to visit the site and acquaint himself with conditions there existing, does not relieve him from any obligation under the Contract and the Contractor agrees that the Owner shall be justified in rejecting any claim or extra costs based on facts of which he should have been aware as a result thereof.

If any person, firm, or corporation contemplating the submission of a proposal for this Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, s/he may submit to the Engineer a written request for an authorized and legal interpretation thereof, provided such request is delivered to the Engineer not later than seven (7) days before the advertised date for the opening of bids. The person, firm, or corporation submitting the request shall be responsible for its prompt and safe delivery. Such interpretations will be made by addenda duly issued and signed by an authorized representative of the Owner. A copy of such addenda will be sent by registered or certified mail, return receipt requested, or will be delivered to each person securing a set of the Contract Documents at the address he registers at the Engineer's or Owner's office upon his receipt of the Contract Plans and Specifications. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No employee or agent of the Owner or the Engineer shall have the authority to furnish any such other explanation or interpretation, verbal or written.

Boring logs and other records of subsurface investigations and tests, if available, will be accessible for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the Plans, Specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

When an item in the proposal contains a choice to be made by the bidder, the bidder shall indicate his/her choice in accordance with the Specifications for that particular item, and thereafter no further choice will be permitted.

The price for any item bid and/or contracted for, unless otherwise noted or specified, shall include full compensation for all materials, equipment tools, labor, and incidental work necessary to complete the item to the satisfaction of the Engineer. The prices shall, without exception, include all royalties and costs arising from patents, trade-marks, and copyrights in any way involved in the Work.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

If the proposal is made as a joint venture by a combination of any individual, firm, partnership, or corporation, it shall be signed by a person having such legal authority from the said individuals, firms, partnerships, or corporations and the person so signing the proposal shall give his/her own name and title (if any), in addition to the names and addresses of the individuals, firms, partnerships, or corporations.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

49 CFR Part 18 provides that for contracts exceeding $100,000, the Sponsor should use local bonding policy and requirements provided that the FAA has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the bid guarantee shall be equivalent to five percent of the bid price. It shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside.

When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. Withdrawn proposals will be returned to the Bidder unopened.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name. Reasonable proof for believing that any bidder is so interested in more than one proposal for the work contemplated will cause the rejection of all proposals made by him/her directly or indirectly.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in “default” for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

d. Unbalanced proposals in which the prices for some items are out of proportion to the prices for the other items.

e. Failure to submit a unit price for each item of work for which a bid price is required by the proposal.

f. Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.

g. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

h. Uncompleted work which, in the judgement of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

i. If the proposal is considered irregular in accordance with the subsection entitled IRREGULAR PROPOSALS of this section.

END OF SECTION 20

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SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

No contract will be awarded except to responsible and eligible bidders capable of performing the class of work contemplated. Before the award of the Contract, any bidder may be required by the Owner or the Engineer to submit information in writing, in such form as they may require, showing that s/he has the skill, ability and integrity necessary to the faithful performance of the work, and that s/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.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 150 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Before any contract is awarded, the bidder may be required to furnish, without expense to the Owner, a complete statement of the origin, composition, and manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which samples may be subjected to the tests required by the Owner, or his representative, to determine their quality and fitness for the Work.

Award of the Contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has concurred in the sponsor's recommendation to make such award and has approved the sponsor's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the Contract, the successful bidder shall furnish the Owner a surety bond or bonds which have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment (labor and materials) bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The labor and materials bond and the payment bond shall be completed on the forms provided.

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

49 CFR Part 18 provides that sponsors of AIP Contracts awarded in excess of $100,000 should use local bonding policy and requirements provided that the FAA has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the performance and payment bonds shall be in the full amount of the awarded Contract. For AIP Contracts awarded in an amount of $100,000 or less, the Sponsor should specify bonding in accordance with local requirements.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the Contract and return such signed Contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the Contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the Contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the Contract in accordance with local laws or ordinances, and return the fully executed Contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the Contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the Contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner, for the delay and expense caused by the abandonment of the Contract.

Award may then be made to the next lowest Bidder, or the Work readvertised, or the Owner may proceed in any lawful manner to secure the accomplishment of the work.

30-09 CONTRACTOR. Only one (1) Contractor is recognized as a party to the Contract, and where the term "Contractor" is used, the prime Contractor who signed this Contract is referred to. Should the prime Contractor elect to subcontract any portion of the project, it shall in no way relieve him of any responsibility to the Owner for the correctness and satisfactory completion of any work so sub-contracted, nor shall it in any way be an indication of any contractual relationship between the Owner and any such subcontractors.

30-10 ASSIGNMENTS. The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner, but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution nor shall this provision preclude the Contractor from subletting, as provided in the Contract, parts of the work in accordance with the general practice of the construction industry. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it agrees that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

The consent to any assignment or transfer shall not operate to relieve the Contractor or his sureties of any of his or its obligations under this Contract or the Performance and Payment Bond. Nothing herein contained shall be construed to hinder or affect an assignment of monies due or to become due hereunder made for the benefit of the Contractor's creditors pursuant to law.

30-11 DISPUTES.

a. All disputes arising under this Contract or its interpretations, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) days of commencement of dispute be presented to the Owner for decision. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. The Contractor shall proceed with the work as directed. The parties agree that any claim not presented within the time limit specified within this sub-section is waived, except that if the claim is of a continuing character, notice of the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of written notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Owner shall be in writing and shall be mailed to the Contractor by certified mail, return receipt requested.

c. If the Contractor does not agree with any decision of the Owner he may appeal in writing declaring his reasons for disagreement. The Owner shall then render a final and conclusive decision.

d. The Contractor shall not take any advantage, or make and claim for damages on account of any omission, discrepancy, or error in any surveys, borings, estimates, schedules, specifications, drawings, or other data or documents furnished him but shall report same to the Owner as soon as it comes to his knowledge.

    1) Deviations from the Contract Drawings and the dimensions thereon given, whether or not error is believed to exist, shall be made only after written authority is obtained from the Owner's Engineer.

2) All questions regarding the figures, Drawings and Specifications and the interpretation thereof, and the resolving of conflicts and inconsistencies therein shall be determined in the first instance, by the Owner's Engineer, and such determination shall be final, subject only to appeal under the provisions of this Article under section 30-11.

e. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

30-12 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. The Contractor shall also refer to the Town of Barnstable section of these documents for additional insurance requirements. The more stringent requirements between this section and the Town requirements apply.

a. Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State law, and the furnishing of other benefits for all of his employees to be engaged in work at the site of the project under this Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount as follows: Bodily Injury, Each Person, $500,000; Each Occurrence $1,000,000; Property Damage, Each Occurrence $100,000, Aggregate $300,000.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph b. hereof, or (2) insure the activities of his subcontractors in his policy, specified in subparagraph b. hereof.

d. Proof of Carriage of Insurance. The Contractor shall attach a copy of the Insurance Certificate to the back of this document showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the Contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by certified mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor.

30-13 COVENANTS AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Owner the right to annul the Contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or selling agencies maintained by the Contractor for the purpose of securing business.

30-14 APPROVAL, REVIEW AND INSPECTION BY THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION AND THE FEDERAL AVIATION ADMINISTRATION. The Contract shall be subject to the written approval of the Massachusetts Department of Transportation Aeronautics Division and FAA to the Owner from the region wherein these public agencies are located and shall not be binding until so approved. The Drawings and Specifications upon which bids have hereby been invited are approved by said public agencies.

END OF SECTION 30

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SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the Contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Plans, Specifications, and terms of the Contract.

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Plans and Drawings covered by this Contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Owner as given from time-to-time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall remove all obstructions from within the lines of the improvement; and shall do such additional, extra, and incidental work as may be considered necessary to complete the work in a substantial and acceptable manner; and when it is so completed, s/he shall leave the work in a neat and finished condition. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner, the Federal Aviation Administration and the Massachusetts Department of Transportation Aeronautics Division.

It is understood that, except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, taxes, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

In the event that the Contractor discovers any apparent error or discrepancy in the Plans and Specifications, s/he shall call immediately upon the Engineer for his/her interpretation, and such interpretation or decision shall be final.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded Contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the Contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original Contract. These alterations which are for work within the general scope of the Contract shall be covered by “Change Orders” issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the Contract with respect to that item and make other arrangements for its completion.

In the event that the quantity of any item of work as so which a unit price (or prices) is applicable is increased or decreased by an alteration in the work, the Contractor shall perform such item of work as altered at the contract unit price or prices. Payment for any other alteration in the work shall be made on a cost-plus or force account basis in accordance with the provisions of PAYMENT FOR EXTRA WORK. An appropriate credit or deduction shall be made with respect to any portion of the work which is no longer to be performed as a result of an alteration, deletion and/or omission. In the event that the alteration, deletion and/or omission shall diminish the cost of the Work, no allowance will be made for anticipated profits and a credit to the Owner shall be computed in the same manner as payment for extra work stated under PAYMENT FOR EXTRA WORK.

The Engineer may at any time in writing request the Contractor to submit to the Engineer a written proposal indicating the price at which the Contractor would be willing to perform certain alterations in the work described by the Engineer in his/her request. Upon receipt of such a request, the Contractor shall prepare and submit such proposal as promptly as possible. Such written request by the Engineer shall not be considered a direction or order to perform alterations in the work, it is a request for a proposal only. If the Contractor and the Owner agree in writing as to the price to be paid the Contractor for certain alternations in the work; payment shall be made by the Owner in accordance with the provisions of said agreement.

In the case of any alterations in the work, so much of the Contract as is not necessarily affected by such alterations shall remain in force upon the parties thereto, and such alterations shall be made under the terms of and as part of the Contract, and the security for the performance of the Contract shall in no way be invalidated, but shall be held to secure in like manner the performance of the alterations made under the Contract and of any extra work done under the provisions of EXTRA WORK.

Should an alteration by the Owner result in a decrease in the amount of work to be performed under this Contract, a corresponding decrease in the time allotted for performance of the Contract will be made. If the Contractor and the Engineer are not able to agree upon such decrease, the Owner shall in the exercise of his/her independent judgment render a decision in writing as to the appropriate size of such decrease. This decision shall be final and conclusive.

The Contractor shall not start work on any alteration requiring a supplemental agreement until the agreement setting for the agreed price or prices shall be executed by the Owner and the Contractor. In the case where an alteration in the work requires a supplemental agreement, but the Owner and the Contractor are not able to agree thereon, the Owner reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

If the Contractor, as a result of an order to perform alterations in the work or an order requiring work which the Contractor considers to be alterations in the work, has a claim for additional compensation or otherwise, s/he shall within forty-eight (48) hours after receipt of such an order submit a written notice of such claim to the Engineer.

Whenever an order to perform alterations in the work has been issued, or whenever the Engineer shall direct, order or require work which the Contractor considers to be alterations and as to which s/he has a claim for additional compensation or otherwise, the Contractor shall at the end of each day submit to the Engineer a daily summary and listings of the types described in EXTRA WORK in connection with extra work claims. Submission by the Contractor of the above notice of claim, daily summaries and listings, in the circumstances described above, shall be a condition precedent to allowance of a claim in the work or an order requiring such work which the Contractor considers to be alterations in the work.

At any time or times after the commencement of work by the Contractor pursuant to (1) a written order to perform alterations in the work or (2) an order, direction or requirement of the Engineer as to which the Contractor has

submitted a written notice of claim, as aforesaid, the Engineer may by written notice direct the Contract to submit to the Engineer within such time as the Engineer shall specify in writing, (a) a written statement of the amount which the Contractor claims is at that time owing for said alterations or claimed alterations and (b) a breakdown or itemized summary showing in detail satisfactory to the Engineer how such amount was computed. If the Contractor and the Owner agree in writing as to an amount to be paid the Contractor for such alterations or claimed alterations, payment shall be made by the Owner in accordance with the provisions of said agreement. If, within a reasonable time (to be determined by the Engineer) after the date the Contractor and the Owner have not so agreed in writing, the Engineer shall in the exercise of his/her independent judgment decide in writing what amount, if any, is owing to the Contractor. Copies of any such decision shall be sent to the Contractor and to the Owner.

The decision of the Engineer shall be final and conclusive with respect to all questions that may arise concerning the interpretation and application of the provisions of this Article, the amount of alterations in the work, and the value of alterations in the work; provided, however, that any dispute about revision (extension or contraction) of the Contract completion time due to an alteration in the work shall be decided by the Owner in accordance with the provisions of EXTENSIONS OF TIME. Such decisions of the Engineer may be made by him after completion of the work required by the Contract but shall be made before payment of the final estimate by the Owner.

If the Contractor claims that the performance of certain alterations in the work (or work which the Contractor claims to be alterations in the work) will delay the contract completion time, s/he shall, as a condition precedent to the allowance of any such claim, comply with the provisions of EXTENSION OF TIME.

For AIP contracts, the Contractor is advised that all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds $2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded Contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded Contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the Contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original Contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the Contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original Contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

The Engineer may at any time in writing request the Contractor to submit to the Engineer a written proposal indicating the price at which the Contractor would be willing to perform certain extra work described by the Engineer in his/her request. Upon receipt of such a request, the Contractor shall prepare and submit such proposal as promptly as possible. Such written request by the Engineer shall not be considered a direction or order to perform extra work; it is a request for a proposal only.

If the Contractor and the Owner agree in writing as to the price to be paid the Contractor for certain extra work ("agreement for extra work"), payment shall be made by the Owner in accordance with the provisions of said agreement.

No extra work shall be performed except pursuant to such a written extra work order or such a written agreement for extra work.

In the absence of any such written extra work order or any such written agreement for extra work, as described above, if the Engineer shall direct, order or require any work which the Contractor claims to be extra, the Contractor shall nevertheless comply therewith, but shall within forty-eight (48) hours after receipt of such direction, order or requirement submit a written notice to the Engineer (1) describing the work the Contractor claims to be extra; and (2) stating why s/he claims it to be extra.

Whenever a written extra work order directing the performance of extra work has been issued, or whenever the Engineer shall direct, order or require any work which the Contractor claims to be extra, the Contractor shall at the end of each day submit to the Engineer the following:

(1) a daily summary, in writing, on a form approved by the Owner, showing the name and number of each workman employed on such work, the number of hours which s/he is employed thereon, the character of his duties, and the wages to be paid to him.

(2) a listing of the number and types of equipment used in the performance of such work, the hours each piece of equipment worked, the identification number of each piece of equipment, and the rental claimed therefor, and

(3) a listing showing the amount and character of any extra materials furnished, from whom they were purchased, and the amount to be paid therefor.

The aforesaid requirements with respect to notice, the daily summary and listings are for the purpose of affording to the Engineer an opportunity to verify the Contractor's claim at the time, to cancel promptly (if he desires so to do) such order, direction or requirement, and to keep an accurate record of the materials, labor and other items involved, and generally of affording to the Owner an opportunity to take such action as it may deem desirable in light of the Contractor's claims. Accordingly, submission by the Contractor of such notices, daily summaries and

listings, in the circumstances described above, shall be a condition precedent to allowance of any claim by the Contractor for additional compensation due to extra work. The Engineer shall have no authority to modify or waive, expressly or by implication, the above requirements as to notice, daily summaries and listings, and any action or statements by the Engineer to such effect shall not be binding upon the Owner.

The keeping of costs by the Engineer shall not in any way be construed as proving the validity of the Contractor's claim.

At any time or times after the commencement of work by the Contractor pursuant to (1) a written extra work order or (2) an order, direction or requirement of the Engineer as to which the Contractor has submitted a written notice, as aforesaid, claiming the work to be extra, the Engineer may by written notice direct the Contractor to submit to the Engineer, within such time as the Engineer shall specify in writing (a) a written statement of the amount which the Contractor claims is at that time owing for said extra work or claimed extra work (said amount being computed on a cost-plus or force account basis in accordance with EXTRA WORK hereof) and (b) a breakdown or itemized summary showing in detail satisfactory to the Engineer how such amount was computed. If the Contractor and the Owner agree in writing as to an amount to be paid the Contractor for such extra work or claimed extra work, payment shall be made by the Owner in accordance with the provisions of said agreement. If, within a reasonable time (to be determined by the Engineer) after the date the Contractor submitted or should have submitted the aforesaid statement and breakdown, the Contractor and the Owner have no so agreed in writing, the Engineer shall in the exercise of his independent judgement, decide in writing: (1) with respect to work claimed by the Contractor to be extra, whether such work was or was not extra work; and (2) with respect to extra work, what amount is properly owing to the Contractor. Copies of any such decision shall be sent to the Contractor and to the Owner.

The decision of the Engineer shall be final and conclusive with respect to all questions as to what constitutes extra work, the amount of extra work, and the value of extra work. Such decisions may be made by the Engineer after completion of the work required by the Contract but shall be made before payment of the final estimate by the Owner.

If the Contractor claims that the performance of certain extra work (or work which the Contractor claims to be extra) will delay the contract completion time, s/he shall, as a condition precedent to the allowance of any such claim, comply with the provisions of EXTENSIONS OF TIME hereof.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the Contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the Contract, Plans, and Specifications, the

Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

During all working hours when construction or operations incidental thereto under this Contract are in progress in the immediate vicinity of the landing areas or active taxiways (as determined by the Engineer), the Contractor shall furnish monitor vehicles with two-way radio communication with the Airport Control Tower. Such radio communications shall be manned at all times by a qualified operator and shall be operated in conjunction with a loud speaker system, so that instructions from the Control Tower may be passed on immediately to all the Contractor's personnel and equipment. The number of radio monitor vehicles will depend on the number of control points necessitated (in the opinion of the Owner) by the access routes and construction procedures used by the Contractor. Radios, operators, vehicles, and communication procedure shall all be satisfactory to the Owner. The monitor vehicles and the two-way radio sets shall be continuously maintained in satisfactory operating condition by the Contractor.

The Contractor shall hold harmless the Owner, the Engineer, and their respective agents or representatives from any and all claims for damages, costs, expenses, judgements, or decrees resulting from negligence on the part of the Contractor and/or any subcontractor, or his/her, their, or its agent or employees in conducting the work as required by this Article.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

The Contractor shall not close or obstruct any roads, streets, driveways, sidewalks, alleys, or passageways, unless and until he shall have first secured all necessary Municipal or other permits therefor. The Contractor shall make all necessary applications for securing any such required permits and shall obtain such permits before commencing work. The Contractor shall so conduct his operations as to interfere as little as possible with the use ordinarily made of any roads, taxiways, runways, streets, driveways, alleys, sidewalks, or other facilities near enough to be affected thereby.

When, in the opinion of the Engineer, it is necessary that uniformed police be used to protect and control pedestrian traffic, to direct vehicular traffic during construction and to keep the traffic off any part of the work, or to protect the public safety, s/he will obtain a police detail for this purpose.

All expenses for uniformed police shall be assumed by the Contractor, and included in the bid price or in the prices bid for the various items of work to be performed under this Contract.

Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for the protection of persons and property as described in these Specifications and the Contractor shall remain fully responsible at all times whether or not police protection has been provided.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the Plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the Contract.

Existing structures found within the location of the Work which are to be replaced or rendered useless by new construction shall be removed by the Contractor at his/her own expense whether or not indicated on the Plans as existing unless otherwise provided in the Plans and Specifications. When such structures are situated so as not to interfere with the Work, the removal shall not be undertaken until the new replacement structures are ready for use or until the Engineer shall permit.

All material in existing structures requiring removal shall be removed as directed by the Engineer. Unless otherwise provided, the material from any existing structures may be used temporarily by the Contractor during construction. All discarded material, rubbish, or debris shall be removed from the Work Area and Owner property and properly disposed of (according to all laws, ordinances, regulation, orders and decrees) at the Contractor's expense. No foreign material or debris shall be permitted to enter a waterway or drainage system.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the Contract and shall remain the property of the Owner when so utilized in the work.

The removal of large or complicated existing structures such as box-culverts, underground storage tanks, large underground electrical vaults, large reinforced concrete structures or foundations, or similar existing airport facilities should be provided for in separate technical specifications. Contract pay items should also be provided in the contract proposal to cover payment for such work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the Contract to be either embankment or waste, he may at his/her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the Contract Specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for his/her own temporary construction on site; or,

d. Use such material as intended by the terms of the Contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the Contract, Plans, or Specifications.

40-08 USE OF PREMISES AND REMOVAL OF DEBRIS. The Contractor expressly undertakes at his own expense:

a. to take every precaution against injuries to person and damage to property;

b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

d. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall be safe and present a neat, orderly and workmanlike appearance;

e. before final payment, to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly, safe condition.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

40-10 GENERAL GUARANTY. Neither the final certificate of payment nor any provision in the Contract, partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the

date of final acceptance of work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

40-11 INTERPRETATION OF CONTRACT PLANS AND SPECIFICATIONS. The Contractor shall, at his own proper cost and expense, provide and do everything necessary to prepare for and perform everything required under the conditions and requirements of the Contract and hereby agrees that the Engineer shall, in the first instance, be the interpreter of the Specifications and Plans, and all the work contemplated and described therein shall be so done as to satisfy him that its intent is fulfilled. The Engineer shall promptly render impartial decision on all claims of either party against the other and on all other matters governed by this intent, including questions as to the execution and progress of the work, the quality and fitness of materials and workmanship, the suitability of methods and costs and values. The determination and decision of the Engineer shall be final and binding on the Contractor and shall be a condition precedent to the right of the Contractor to receive any money hereunder. The Contractor may appeal the Engineer's decision per the method described in the Contract under section 30-11, DISPUTES.

40-12 PROTECTION OF WORK AND PROPERTY - EMERGENCY. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or the Owner's duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

The amount of reimbursement claimed by the Contractor on account of any such emergency action shall be determined in the manner provided in the subsection entitled EXTRA WORK of this section.

END OF SECTION 40

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SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the Specifications or Plans relating to the work, the fulfillment of the Contract on the part of the Contractor, and the rights of different contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract. The Engineer does not have the authority to accept pavement that does not conform to FAA specification requirements.

50-02 PLANS AND DETAIL DRAWINGS. Approved drawings, details, profiles, and sections on file in the office of the Engineer will show the location, details, and dimensions of the work contemplated, and all work shall be in strict conformity therewith and with the Specifications.

Supplemental, detail, and working drawings as required in the Specifications and furnished by the Contractor shall upon approval become a part of the complete Drawings. Such approval of supplemental, detail, and working drawings, however, shall not operate to relieve the Contractor of any of his/her responsibility under the Contract for the satisfactory completion of the Work, nor for the accuracy of the dimensions, details, or quantities or for their agreement.

The detail drawings shall be made on the dull side of tracing cloth and shall be of the same size as the original Contract Drawings, with margins and titles conforming thereto. When submitting detail drawings for approval, complete sets of prints as directed shall be furnished the Engineer who will return one set either approved or with corrections marked thereon. Finally, the Contractor shall furnish the Engineer with complete sets of prints as directed of the corrected and approved detail drawings. No changes shall be made in the approved drawings without the written consent of the Engineer.

The tracings of all detail drawings, on ink on not less than 4 mil double matte mylar, reverse read, shall be delivered to the Engineer upon completion of the work and shall become the property of the Owner.

The Contract price shall include the cost of the Contractor furnishing the Engineer copies of all working drawings and the Contractor will not be allowed extra compensation therefor.

Any work done or materials furnished by the Contractor prior to the approval of the working drawings shall be at his/her own risk. The words “approved as noted” or words of similar import placed by the Engineer on a contract or shop drawing submittal mean that all items or details that are specifically marked for further action. The withholding of an unqualified approval by the Engineer with respect to any contract drawing or shop drawing is its entirety shall under no circumstances constitute a basis for delay in arranging for and proceeding with the manufacturing, fabricating, delivering and installing, in accordance with the Contract, of those items or details on such drawings which have been approved as aforesaid.

50-03 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract, Plans or Specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Plans and Specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the Plans and Specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the Contract, Plans, and Specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the Contract, Plans, and Specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term “reasonably close conformity” is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract, Plans and Specifications.

For AIP contracts, the sponsor should keep the FAA advised of the Engineer's determinations as to acceptance of work that is not in reasonably close conformity to the Contract, Plans, and Specifications. Change orders or supplemental agreements must bear the written approval of the FAA.

Designer shall check applicable state laws for order of precedents of plans, specifications and details.

50-04 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The Contract, Plans, Specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions conflict with the General Provisions or Technical Specifications, the Special Provisions shall govern.

The Contractor shall keep on the work site a copy of the Drawings and Specifications that the Engineer shall at all times have access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown on mentioned in both. In case of difference between the Drawings and Specifications, the Specifications shall govern. Omissions from the Drawings or Specifications or misdescription of details of work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of work but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Engineer of any discrepancies. Figures marked down on Contract Drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all Contract Drawings and verify before laying out the work and will be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale of figure dimensions on the Contract Drawings.

Deviations from the Contract Drawings and the dimensions thereon given, whether or not error is believed to exist, shall be made only after approval is obtained from the Engineer.

All questions regarding the figures, drawings and the interpretation thereof and the resolving of conflicts and inconsistencies therein shall be determined by the Engineer, and such determination shall be final, subject only to appeal under DISPUTES.

From time to time, discrepancies within cited standards occur due to the timing of changing, replacing and editing of Standards. The Contractor shall not take advantage of any apparent error or omission on the Plans or Specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

The entire work provided in these technical Specifications and on the Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated on the Drawings, shall be done and furnished and installed in a manner corresponding with the rest of the work as if the same were particularly described and specifically provided for herein. It is not intended that the Drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be necessary to satisfactorily complete any system in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed.

MASSACHUSETTS STANDARD EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS. The Contract shall be signed by the Owner and the Contractor. In case either the Owner or the Contractor or both failed to sign any of the contract documents, the Owner shall identify such contract documents. The contract documents are complimentary and what is called for by any one shall be as binding as if called for by all. The intention of the contract documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. It is not intended that work not covered under any heading, section, branch, class, or trade of the Specifications, shall be supplied unless it is reasonably inferable therefrom as being necessary to produce the intended results.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

In carrying out any of the contract provisions or in exercising any power or authority granted to him by this Contract, there shall be no liability upon the Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

The Contract, Plans, Specifications and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications will govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA Advisory Circulars; contract general provisions shall govern over plans, cited standards for materials or tested, and cited FAA Advisory Circulars; plans shall govern over cited standards for materials or testing and cited FAA Advisory Circulars.

50-05 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the Plans and Specifications. He shall have available on the work at all times one copy each of the Plans and Specifications. Additional copies of Plans and Specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

The Contractor shall at all times be represented at the site of the work in person or employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be competent and acceptable to the Owner.

The Contractor may authorize his superintendent or other individual to sign for him, and in his name:

(1) the schedule of amounts for contract payments;
(2) progress schedules;
(3) periodic estimated for partial payments and related papers;
(4) change orders;

Provided: Prior to the execution of the first of any such documents the Contractor has filed with the Owner, a statement evidencing such authorization and authenticating the signature to be honored shall be submitted to the Owner.

Whenever the Contractor is not present on any part of the Work when it may be desired to give directions, orders will be given by the Engineer and they shall be received and executed by the Superintendent or Foreman including Foreman of Subcontractors who is in charge of the particular work in reference to which the orders are given.

The Contractor shall provide all reasonable facilities to enable the Engineer to inspect the workmanship and materials entering into the Work. S/He shall cooperate in the matter of setting and preserving stakes, bench marks, etc., for controlling the work.

The Contractor shall so carry on his/her work under the direction of the Engineer that public service corporations or municipal departments may enter on the work to make changes in their structures or to place new structures and connections therewith without interference, and the Contractor shall have no claim for or on account of any delay which may be due to or result from said work of public service corporations or municipal departments.

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this Contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

If there be a difference of opinion as to the respective rights of the Contractor and others within the limits of or adjacent to the work, the Engineer will decide as to such rights in order to secure for the Owner the completion of the work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding on the Contractor.

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

If, though acts of neglect on the part of the Contractor, any other contractor, or any subcontractor shall suffer loss or damage on work, the Contractor agrees to settle with such other contractor or subcontractors by agreement or arbitration if such other contractor or subcontractors will so settle. If such contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

50-07 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades, and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.

The Contractor shall furnish assistance to the Engineer as requested to check the layout or otherwise control the work. Such assistance shall be understood to include the provision of suitable manpower to assist the Engineer in taping measurements, holding a survey rod for checking lines, grades, and the like. The Contractor's obligations for layout and furnishing assistance to the Engineer shall be deemed incidental to the completion of the various work items and no separate payment will be made for such layout and assistance.

No direct payment will be made, unless otherwise specified in the contract documents for this labor, materials, or other expenses therewith. The cost thereof shall be included in the price if the bid for the various items of the Contract.

Construction Staking and Layout includes, but is not limited to:

Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

Drainage swales slope stakes and flowline blue tops at 50-foot stations.

Subgrade blue tops at 25-foot stations and 25-foot offset distance (max) for the following section locations:

a. Runway – minimum 5 per station
b. Taxiway – minimum 3 per station
c. Holding apron areas – minimum 3 per station
d. Roadways – minimum 3 per station

Base course blue tops at 25-foot stations and 25-foot offset distance (max) for the following section locations:

a. Runway – minimum 5 per station
b. Taxiway – minimum 3 per station
c. Holding apron areas – minimum 3 per station

Pavement areas:

a. Edge of pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
b. Between lifts at 25-foot stations for the following section locations
    1. Runways – each paving lane width
    2. Taxiways – each paving lane width
    3. Holding areas – each paving lane width
c. After finish paving operations at 50-foot stations
    1. All paved areas – Edge of each paving lane prior to next paving lot
d. Shoulder and safety areas blue tops at 50 foot stations and at all break points with maximum of 50-foot offsets.

Fence lines at 100-foot stations

Electrical and Communications System location, lines, and grades, including, but not limited to duct runs, connections, fixtures, signs, lights, VASIs, PAPIs, REILs, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes, and alignment on 25-foot sections, inlet and manholes.

Painting and striping layout (pinned with 1.5 in PK nails) marked for paint contractor. (All nails shall be removed after painting)

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane)

Note: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or rest as directed by the Engineer without additional cost to the Owner.

50-08 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS. The Engineer may appoint such assistants as s/he desires and they shall be authorized, subject to the provisions of this Contract, to inspect the work and materials, to give directions pertaining to the work or to the safety and convenience of the public, to approve or reject materials, to make measurements of quantities, and to perform such other duties as may be designated by the Engineer.

In case of any dispute arising between the Contractor and the Engineer's assistants as to materials furnished or the manner of performing the Work, the Engineer's assistants shall have the authority to reject the materials or to suspend the work until the question at issue can be referred to and decided by the Engineer.

The Engineer's assistants are not authorized under any circumstance to revoke, alter, enlarge, relax, or release any requirements of these Specifications, nor to issue instructions contrary to the Plans and Specifications, and any action or statements by an Engineer's assistant to such effect shall not be binding upon the Owner. They shall in no case act as foreman or perform other duties for the Contractor.

50-09 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the Contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the Contract.

50-10 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract. Inspectors are not authorized to issue instructions contrary to the Plans and Specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the Contract, Plans, or Specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-11 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer, FAA and the Owner. The Owner, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner,

it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Owner shall be equitable.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (Contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility Owner a party to the Contract, and shall in no way interfere with the rights of the parties to this Contract.

All tests for the Owner shall be performed in such a manner as not to unnecessarily delay the work, and, unless otherwise provided for, shall be made at the expense of the Owner. The Contractor shall be charged with any costs of additional tests when the materials or workmanship tested does not meet Specifications.

Neither inspection, testing, approval, nor acceptance of the work in whole or in part, by the Owner or its Owner shall relieve the Contractor or his Sureties of full responsibility for materials furnished for work performed not in strict accordance with the Contract or any general or special warranties or for responsibility for faulty materials or workmanship.

Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the Specifications and shall be final, except as regards latent defects, departures from specific requirements of the Contract Specifications and Drawings, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part be made at the site.

The Contractor, if requested, shall furnish written information to the Engineer stating the original sources of supply and dates of manufacture of all materials manufactured away from the actual site of the Work. In order to ensure a proper time sequence for required inspection and approval, this information shall be furnished at least two (2) weeks (or as otherwise directed by the Engineer) in advance of the incorporation in the work of any such materials.

Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered or obligate the Owner to make final acceptance.

50-12 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not form to the requirements of the Contract, Plans, and Specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work under provision of this subsection shall be done without lines and grades having been given by the Engineer.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the Plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-13 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-14 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-15 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-16 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the Contract.

50-17 FINAL ACCEPTANCE. When the work is substantially completed, the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection on a definite date which shall be stated in such notice. Such notices shall be given at least ten (10) days prior to the date stated for final inspection, and the notice shall bear the signed concurrence of the representatives of the Owner. If the Engineer and Owner determine that the state of preparedness is as represented, he will make the arrangements necessary to have the final inspection commenced on the date stated in such notice, or as nearly thereafter as is practicable. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-18 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the Contract, Plans, or Specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within l0 calendar days, submit his/her written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Claims for additional compensation for extra work, due to alleged errors in specified locations or descriptions, will not be recognized unless accompanied by certified survey data made prior to the time the original conditions were disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the Specifications issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Specifications shall be reported to the Owner at once, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Owner.

If, on the basis of the available evidence, the Contracting Officer determines that an adjustment of the contract price or time is justifiable, the procedure shall then be as provided therein for "Changes In The Work". The decision of the Contracting Officer is final in all questions related to "Claims For Extra Cost".

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-19 COMMUNICATIONS. All notices, requests, instructions, approvals, proposals, and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor as stated on the signature page of the Contract or at such other office as he may from time-to-time designate, in writing, to the Commission, or deposited in the United States Mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission to said Department or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

50-20 SHOP OR SPECIAL DRAWINGS. The Contractor shall submit promptly to the Engineer six (6) copies of each shop or special drawing in amplification of the Contract Drawings referred to in this Contract or in furtherance of the Specifications before proceeding with the work when such drawings are necessary and requested by the Engineer. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with six (6) corrected copies. Regardless of corrections made in, or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Engineer, in writing, of any deviations at the time he furnishes such drawings.

a. General. The Engineer may require shop drawings and/or samples for any materials or equipment to be furnished or for any construction methods to be employed. No work will be allowed to proceed for which shop drawings or samples have been requested until such drawings or samples have been provided by the Contractor and approved by the Engineer.

b. Contractor's Responsibilities. All materials and construction shall be in accordance with finally approved shop drawings, material tests, or the like as required. The purchase of, manufacture, or delivery to the site of any materials before final approval of applicable shop drawings, material tests, etc. will be entirely at the risk of the Contractor.

The Contractor shall be solely responsible for the correctness of all shop drawings and for the correct fitting of the members and parts shown on the shop drawings. The Engineer's review and approval shall be only for conformance with the design concepts of the Plans and Specifications. The Engineer's approval of separate items shall not be taken as an approval of any complete assembly in which the separate items are incorporated.

It shall be understood that the Engineer's approval of shop drawings does not in any way relieve the Contractor of his sole responsibility for completing all work in strict accordance with the Plans and Specifications or of his sole responsibility to see that all parts of the work fit with each other so that the completed work is entirely satisfactory to the Owner and the Engineer.

c. Submission to Engineer. Before submittal to the Engineer, the Contractor shall check all shop drawings or samples for conformance with the Contract Documents including the Plans and Specifications, for suitability and satisfactory incorporation in the completed Contract work, and for correct dimensions, ratings and assembly, and shall note legibly on each drawing or sample that he has verified its acceptability and that he approves it. If there are any deviations in the shop drawings or samples from the Plans and Specifications, the Contractor shall so note legibly on the shop drawings or samples and also inform the Engineer separately in writing of any such deviation. The Contractor shall submit shop drawings and samples in orderly sequence matched to the construction work, with sufficient completeness to enable review, with reasonable promptness, and allowing sufficient time for the Engineer to review them. All shop drawings and samples shall be properly identified as to their location and application in the Contract work and as to their association with various parts of the Plans and Specifications.

d. Form of Shop Drawings. Shop drawings may include general, assembly and detail drawings, diagrams, illustrations, material and equipment schedules with manufacturer's name and catalog numbers and description, performance charts, catalog cuts, brochure and such other information and data as is necessary and required by the Engineer for any part of the Contract work.

e. Resubmittal. If shop drawings or samples are not approved by the Engineer, the Contractor shall correct or make changes as noted and shall resubmit revised shop drawings or new samples until approved by the Engineer.

f. Shop Drawings Required. The Engineer may require, and the Contractor shall provide, shop drawings giving information on any part of the Contract work which in the opinion of the Engineer are necessary or desirable to evaluate conformance to the Plans and Specifications.

50-21 DAMAGE. The Contractor shall be responsible for all damages to persons or property that occur as a result of his or her subcontractor's fault or negligence in connection with the prosecution of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract, the work shall be delivered complete and undamaged.

50-22 REVIEW BY THE OWNER AND ENGINEER. The Owner and the authorized representatives and Owner agents shall, at all times, have access to and be permitted to observe and review all work materials, equipment, payroll, personnel records, employment conditions, material invoices, contracts, books of account and other relevant data and records.

Duly authorized representatives of the Federal Aviation Administration and/or the Massachusetts Department of Transportation Aeronautics Division shall be permitted to inspect and review all work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, books of accounts and other relevant data and records. Further, if required by the above mentioned agencies, or their duly authorized representatives, the Contractor shall provide and maintain and will make available during the construction of the project adequate facilities at the project site for the use of the representatives of the above mentioned agencies to review the project.

It is understood that inspection and review in no way makes the Federal Government or the State a party to the Contract and will in no way interfere with the rights of either party thereunder.

50-23 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS. The Contractor will be furnished additional instructions and detail drawings, if necessary, to carry out the work included in the Contract. The drawings enumerated in the General Specifications may be supplemented or superseded by such additional general and/or detail drawings as may be necessary or desirable as the work progresses. Any such additional drawings shall become part of the Contract and shall be as binding upon the parties hereto as if they were enumerated herein.

The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of work.

50-24 RECORD DRAWINGS. A complete set of drawings shall be kept at the job site, shall have all approved changes clearly and accurately marked on them by the Contractor and shall indicate the word "as-built". This set of drawings shall be delivered by the Contractor in good condition to the Engineer at the completion of the work, before the time when the final payment shall be due and payable.

Refer to Contract Article 50-02 of these Specifications and the Special Provisions.

END OF SECTION 50

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SECTION 60

CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the Contract, Plans, and Specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish approved materials from other approved sources. Materials furnished by the Contractor which do not conform to the Specifications at the time of incorporation into the Work shall not be deemed acceptable simply because they were obtained from a source of supply that had been approved by the Engineer.

The Contractor may be required to furnish sworn certificates as to quality and quantity of material before said materials are incorporated in the work.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where a FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish equipment that is:

a. Listed in FAA Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment and Addendum that is in effect on the date of advertisement; and
b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner. Samples will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test dates shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that

such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name", the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, Plans, or Specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY.
Refer to the Special Provisions for Engineer's field office requirements.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to

their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the Plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

Materials and equipment shall be progressively delivered to the site so that there will be neither delay in the progress of the work nor an accumulation of material that is not to be used within a reasonable time. Stockpiling of materials and storage of any construction equipment shall be as far away from the edge of any body of water as is practical, however, in any case, it should not be within 100 feet of wetlands or the edge of any body of water.

Materials shall be stored at the expense of the Contractor so as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover when directed. The ground and ground water shall be protected by the Contractor in order to avoid contamination, at his/her expense, to the satisfaction of the Engineer. Stored materials shall be located to facilitate prompt inspection.

No hazardous waste or hazardous materials including, but not limited to, petroleum products, chemicals, contaminated soil, demolitions, demolition debris, including any vessels containing such materials, are allowed to be stored on the Airport.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the Contract, Plans, or Specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer. Should the Contractor fail to remove defective material within the time indicated in writing, the Engineer shall have the authority to remove and replace the defective material, and the cost of such removal and replacement will be deducted from any monies due or to become due the Contractor.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its used in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

60-09 WARRANTY OF TITLE. No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to materials, supplies, and equipment installed or incorporated in the work and agrees, upon completion of the work, to deliver the premises to the Owner free from any claims, liens, or charges; and further agrees that no persons furnishing any material or labor for any work to be performed under this Contract shall have any right to a lien upon the premises. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any rights under law, to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials. If, at any time before or within ninety (90) days after the whole work herein agreed to be performed has been completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Owner or other proper person under applicable state law such notice or lien as is described in applicable state law, then and in every case the Owner shall have the right to retain, anything herein contained to the contrary thereof notwithstanding, from the monies under its control or due or to become due under this agreement, so much of such monies as shall be sufficient to pay off, satisfy and discharge the amount in such notice, together with the reasonable costs of any such action or actions brought or that may be brought to enforce such claims on the line created by the filing of such notice.

The monies so retained shall be retained by the Owner until the line thereon created by the said laws and filing of said notices shall be discharged pursuant to the provisions of said laws. The Contractor is required to comply with any applicable provision of the laws of the State.

60-10 DOMESTIC PREFERENCE FOR MATERIALS. In the performance of the work covered by this Contract, the Contractor, subcontractors, material, men or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies mined, produced, or manufactured, as the case may be, in the United States. The foregoing provision shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, materials or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be in the United States insufficient and reasonably available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the Secretary of Commerce under the provisions of Title III, Section 3 of the act of March 3, 1933, 47 Stat. 1520 (U.S. Code, Title 41, Sec. 10b). Other considerations being equal, a preference in the purchase of supplies and materials shall be shown, in favor, first of supplies, and materials manufactured and sold within the state where the project is located and, second, of supplies and materials manufactured and sold elsewhere in the United States.

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. If any discrepancy or inconsistency is discovered in the Contract for this work in relation to any such law, ordinance, regulation, order, or decree, s/he shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

No work shall be undertaken or materials ordered without obtaining such permits, licenses and approvals. Proof of acceptance by the above authorities shall be submitted by the Contractor to the Owner upon completion of the work. Originals of these documents shall be submitted to the Owner for permanent retention, with a copy of each available at the project site.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or Owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

If the Contractor uses any design, device or materials covered by letters, patents or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Utility Service or Facility: Localizer

Person to Contact (Name, Title, Address and Phone):

FAA Local SSC 83 EH Tower Building
Barnstable Airport
Hyannis, MA 02611
(508) 775-5500

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this Contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. For AIP Contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's (sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this Contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the Contract, Plans, or Specifications.

No requirement of the USC, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract nor will any such requirement interfere, in any way, with the rights of either party to the Contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the

convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

The Contractor shall be responsible for the maintenance of traffic over, through, or around the work included in his/her Contract with the maximum of safety and practicable convenience to such traffic during the life of the Contract, and whether or not work thereon has been suspended temporarily. S/He shall take all precautions for preventing injuries to persons or damage to property in or about the work.

The work shall be carried on in such a manner as to provide safe passage at all times for public travel and with least obstruction to traffic. The Contractor shall provide and maintain at his/her own expense (except as otherwise provided herein) in a safe and passable condition, such temporary by-passes as may be necessary to accommodate traffic. Roads shall be closed to travel only as directed by the Engineer. The Contractor shall so carry on his/her work that travel, as specified in the General Specifications, will not be obstructed. The Contractor shall at all times so conduct the work that the abutters shall have reasonable access to their property as directed by the Engineer. When it is necessary to leave materials and equipment upon the site of the work or in the vicinity thereof, they shall be placed so as to cause the least possible obstruction to aircraft, pedestrians and other travel.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. He shall also furnish at his own expense a sufficient number of watchmen at all times to protect the Work.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices (MUTCD) published by the US Gov. Printing Office.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, current edition, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, current edition, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, current edition. All Contractor's equipment traveling within the airport area will be equipped with a 3' x 3' checkered orange and white flag.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. Use of explosives will NOT per permitted unless expressly specified in the Special Provisions and even then only upon the written authorization of the Owner. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or

property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked, "DANGEROUS - EXPLOSIVES", and shall be in the care of competent watchmen at all times. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments, survey control points, and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

He shall exercise special care during his operations to avoid injury to underground structures such as water or gas mains, pipes, conduits, manholes, catch basins, etc. When necessary, the Contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by furnishing and/or erecting suitable supports, props, shoring, or other means of protection. Fire hydrants adjacent to the Work shall at all times be kept readily accessible to fire apparatus, and no material or other obstructions shall be placed within a radius of ten (10) feet of a fire hydrant. Fire hydrants shall not be used by the Contractor without the written permission of the Owner.

All equipment used by the Contractor which could create potential fire hazard such a steam-generating or steam-operated machinery, heaters, gas generators, and the like shall be equipped with spark arresters and/or other safety devices and utmost precaution will be exercised by the Contractor in the use of such equipment.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her

contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

70-13 CONTRACTOR'S PAYMENT CERTIFICATIONS.

a. The Contractor shall pay all bills for labor and materials contracted by him/her, and all bills for the rental of appliances and equipment hired by him/her, for or on account of the work herein contemplated.

At the time the Contractor submits each monthly estimate, s/he shall, if the Engineer so requires, deliver to the Engineer a written certificate, in a form satisfactory to the Engineer, showing in detail the following:

(1) the amount of money which is then due and owing by the Contractor to each subcontractor with respect to the Work;

(2) the amount of money which has previously been paid by the Contractor to each subcontractor with respect to the Work;

(3) the amount of money which is then due and owing by the Contractor to other persons for or on account of materials, equipment or supplies delivered at the site of the Work;

(4) the amounts of money which are then due and owing by the Contractor or by any subcontractor to laborers employed under the Contract, as daily or weekly wages, for performance of the work at the site thereof.

At the same time, as aforesaid, the Contractor shall, if the Engineer so requires, deliver or cause to be delivered to the Engineer a written certificate of each subcontractor, in a form satisfactory to the Engineer, showing in detail the following:

(5) the amount of money which is then due and owing by such subcontractor to each of his/her own subcontractors;

(6) the amount of money which is then due and owing by such Subcontractor to other persons for or on account of materials, equipment or supplies delivered at the site of the Work.

The term "laborers" as used herein shall include workmen and mechanics.

b. The Owner may keep any monies which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages incurred by the Owner and determined as herein provided, and may retain, until all claims are settled, so much as may be necessary therefor, to the payment of any expenses, losses, or damages incurred by the

Owner and determined as herein provided, and may retain, until all claims are settled, so much of such monies as, in the opinion of the Owner, will be required to settle:

(1) all claims against the Owner and its officers and agents.

(2) all claims for labor performed or furnished,

(3) all claims for materials used or employed in such construction and repair, including materials so employed but not incorporated in the construction or repair work and not wholly or necessarily consumed or made so worthless as to lose identity, but only to the extent of its purchase price less fair salvage value, and

(4) all claims for the rental of hire of appliances and equipment employed, said claims having been filed with the Owner in accordance with State laws, and all subsequent amendments thereto, the Owner may make such settlements and apply thereto any monies retained under the Contract. if the monies retained under the Contract are insufficient to pay the sums due under the claims for labor, materials, and rental of appliances and equipment filed as aforesaid, the Owner may pay the same, at its discretion, and the Contractor shall repay to the Owner all sums so paid.

The Owner, with the written consent of the Contractor, may also use any monies retained, due, or to become due under the Contract for the purpose of paying for labor, materials, and rental of appliances and equipment for the work, for which claims have not been filed as specified above.

It is understood that the security required by applicable state laws, as amended is obtained by the bond accompanying the Contract. No monies retained under the other provisions of this article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of applicable state law, as amended for which security is provided by bond.

70-14 RELEASE FROM CLAIM AND LIABILITY TO CONTRACTOR. No person or corporation, other than the signer of the Contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the Owner nor any member, agent, or employee thereof, shall be liable for, or be held to pay any money as provided in the Contract.

All claims of the Contractor for damages on account of any act of omission or commission by the Owner or its agents must be submitted in writing to the Engineer within one (1) week (seven calendar days) after the sustaining of any alleged damage by the Contractor on account of such act. The Contractor's written statement of claim shall describe (1) the act of omission or commission by the Owner or its agent that allegedly caused damage to the Contractor, and (2) the nature of the claimed damage. On or before the fifteenth (15th) day of the month succeeding that in which such damage was allegedly sustained, the Contractor shall file with the Engineer a detailed written statement or breakdown showing the various items of claimed damage and the amounts thereof. Submission of the above statement of claim and detailed statement or breakdown within the time periods stated above shall be a condition precedent to the allowance of any such claim for damages by the Contractor. The determination of the Engineer shall be final upon all questions as to the fact, cause and extent of such damage.

Since the prospect of a claim for damages might materially alter the plans, scheduling and other actions of the Owner, and since, with sufficient opportunity, the Owner might, if it know of the Contractor's claim for damages, attempt to mitigate or eliminate the effect of the act objected to by the Contractor, and since merely oral notice might lead to disputes as to the existence or substance thereof and notice long after the event would seriously hinder, if not prevent, the Owner's investigation of the pertinent facts, the Contractor's submission of such statement of claim and detailed statement or breakdown with the time periods stated above shall be of the essence

of the Contractor's obligations and failure of the Contractor to comply with these requirements shall be a conclusive waiver of any such claim for damages by the Contractor. The Engineer shall have no authority to modify or waive, expressly or by implication, the above requirements as to submission of such statement of claim and detailed statement or breakdown within the time period stated, and any action or statements by the Engineer to such effect shall not be binding upon the Owner.

The acceptance by the Contractor of the last payment shall operate as and shall be a release to the Owner and every member, agent, and employee thereof, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the Work, or for any act or neglect of the Owner or of any person relating to or affecting the Work, except the claim against the Owner for the remainder, if any there be, of the amounts kept or retained. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

70-15 OPENING SECTIONS OF THE WORK TO TRAFFIC. At the option of the Owner, certain portions of the work may be opened for such use as the Owner may desire. In such cases, the completed portion will be inspected, tentatively accepted in writing, and turned over to the Owner for maintenance. Such action shall not in any way be construed as final acceptance of the work or any part of it, or as a waiver of any of the provisions of these Specifications or the Contract. Upon written authorization by the Engineer, the Contractor may open the work and cease to maintain barricades and red lights, and the Contractor may be relieved from further maintenance of barriers and lights on that portion of the work.

In the event the Contractor, upon written authorization from the Engineer, opens up a portion of the work in advance of completion or in advance of turning the portion over the Owner for maintenance, either for the convenience of the public, or during suspension of the work, the Contractor shall restore any part of the work which might be disturbed or damaged because of such opening and use, and the restoration will be done at the respective contract unit prices for the items involved or on the basis of a predetermined arrangement entered into the by the Contractor and the Owner.

Completed portions of the work shall be maintained by the Contractor in an acceptable manner until final acceptance of the Contract. S/He shall not permit hauling or other traffic over or use of any portion of the work unless so authorized in writing by the Engineer.

Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire Contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

Phase or Description
Required Date or Sequence of Owner's Beneficial Occupancy
Work Shown on Plan Sheet

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision

of the Contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor shall be required to confirm to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction. The Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The Contractor shall protect the materials and work from weather deterioration and damage during construction, and shall store and secure inflammable material from fire, and during cold weather furnish all heat necessary for the proper conduct of the work. He shall provide and maintain all temporary walkways, roadways, trench covers, barricades, colored lights, danger signals and other devices necessary to provide for safety and traffic.

The Contractor shall take all reasonable steps to prevent injury to persons (including employees) and property in performance of this Contract including all steps and actions required under the safety provisions of applicable laws and applicable building construction codes. The Contractor shall further be required to guard all machinery, equipment and explosives and to eliminate all hazards in accordance with the safety provisions of the latest edition of the *Manual of Accident Prevention in Construction* published by the Associated General Contractors of America.

The Contractor shall bear all losses resulting to him/her on account of the amount or the character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements, or other causes.

The Contractor shall rebuild, repair, restore, and make good at his/her own expense, all injuries or damages to any portion of the work before the completion and acceptance of the work.

Issuance of an estimate on any part of the work done shall not be construed as final acceptance of any work completed up to that time.

The Contractor shall reimburse the Owner for all expenses, losses, or damages, as determined by the Engineer, incurred by or in consequence of any defect, act, omission, or mistake of the Contractor or any subcontractor.

The Contractor will be held responsible for any and all claims for damage to underground structures such as water or gas mains, pipes, conduits, manholes, or catch basins, due to his/her operation or to the operations of any of his subcontractors.

The Contractor shall not discontinue the service of water, electricity, steam, gas or any other utility, without first obtaining the approval in writing of the Engineer and the director or manager of the facility where the work is being performed, and the Contractor shall cause the resumption of said service immediately when service has been restored. Approval of the Engineer and director or manager shall not be necessary in case of an emergency, but the Contractor shall notify them of any discontinuance and resumption of service.

The Contractor shall comply with all Federal, State and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be of the most suitable grade of their representative kinds for their purpose.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

The Contractor shall insert in each of his subcontracts all of the provisions of these General Provisions.

70-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the Plans and the Owners are indicated as follows:

Utility Service or Facility: Localizer
Person to Contact (Name, Title, Address and Phone):

FAA Local SSC 83 EH Tower Building
Barnstable Airport
Hyannis, MA 02611
(508) 775-5500

Owner's Emergency Contact (Phone): Same as above

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the Plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the Contract, notify the Owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in his/her plan of operations that would affect such Owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of his/her plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility Owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility Owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility Owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Contract Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-17.1 FAA FACILITIES AND CABLE RUNS. The contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated, and maintained by the FAA. The Contractor, during the prosecution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
b. The Contractor shall notify the above named FAA Airways Facilities point of contact seven (7) calendar days prior to the commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If prosecution of the project work requires a facility outage, the Contractor shall contact the bove named FAA point of contact a minimum of 48 hours prior to the time of the required outage.
d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standard to the satisfaction of the above named FAA point of contact.
e. If the project work results in the cutting or splicing of FAA owned cables, the above named FAA point of contact shall be contacted a minimum of 48 hours in advance prior to the time the cable work commences. The FAA reserves the right to have a FAA Airways Facilities representative on-site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airways Facilities' specifications and require approval by the above names FAA point of contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airways Facilities restricts the locations of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airways Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-18 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this Contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-20 NO WAIVER OF LEGAL RIGHTS. Neither the inspection by the Owner, the Engineer, or any of their employees or agents, nor any order, measurement, or certificate by the Engineer, or any order by the Owner for the payment of money, or any payment for or acceptance of the whole or any part of the Work by the Engineer or Owner, or any extension of time, or any possession taken by the Owner or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided; or shall any waiver of any breach of the Contract be held to be a waiver of any other of subsequent breach. Any remedy provided in the Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and the Owner shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of the Contract.

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the Contract. A waiver on the part of the Owner of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-21 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall take all such precautions in the conduct of his operations as may be necessary to avoid contaminating water in adjacent water courses or water storage areas whether natural or man-made. All earthwork, moving of equipment, water control of excavations, and other operations likely to create silting, shall be conducted so as to minimize pollution of water courses or water storage areas. Water used during the contract work which has become contaminated with oil, bitumen, harmful or objectionably chemicals, sewage, or other pollutants shall be discharged so as to avoid affecting nearly waters. Under no circumstances shall the Contractor discharge pollutants directly into any water course or water storage area. When water from adjacent natural sources is used in the Contract work, intake methods shall be such as to avoid contaminating the source of supply.

70-22 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

70-23 PERMITS AND CODES. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations. The intent of this Contract is that the Contractor shall base his bid upon the Specifications, but that all work shall comply with all applicable codes and regulations. Before performing the work, the Contractor shall examine the Specifications for compliance with applicable codes and regulations bearing on the work, and shall immediately report any discrepancy to the Owner. Where the requirements of the Specifications fail to comply with the applicable code or regulation, the Commission shall adjust, by change order to the Contractor, the Specifications to conform to the code or regulation (unless waivers in writing covering the differences have been granted by the cognizant governmental unit) and shall make appropriate adjustment in the contract price. Should the Contractor fail to observe the foregoing provisions and perform work at variance with any applicable code or regulation (notwithstanding the fact that such performance is in compliance with the Technical Specifications), the Contractor shall remedy such work without cost to the Owner, and a change order shall be issued to cover only the excess the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

70-24 REPORTS, RECORDS AND DATA. The Contractor shall submit to the Owner such schedule of quantities and costs, progress, schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and

transcriptions. The Contractor agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

70-25 OWNERSHIP OF SPECIFICATIONS. Except the Contractor's executed set, all specifications are and remain the property of the Owner. The Owner shall furnish to the Contractor without charge, two (2) sets of specifications. Additional sets will be furnished upon request, at a cost to be determined by the Owner. Such specifications are not to be used on other work, and those sets in usable condition shall be returned to the Owner at the completion or cessation of the work, or the termination of the Contract.

70-26 INDEMNIFICATION. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment power tools and all supplies incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner by either Contractor or his Surety.

70-27 OFFICIALS NOT TO BENEFIT. No official of the Owner or the Federal Government or State Government who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly interested personally in this Contract or any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

70-28 HOURS OF WORK. No laborer, workman, mechanic, foreman or inspector, working within the Commonwealth, in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contract shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, unless he is paid 1.5 times his regular salary for the overtime hours worked. In case of emergency, or, in case any town in subject to Section 48 of Chapter 149 of Massachusetts' General Laws then more than 48 hours can be worked by an employee in any given week.

70-29 NO WAIVER BY PUBLIC AGENCY. The failure of the Public Agency in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

70-30 LABOR HARMONY. The Contractor 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. All contracts for work under project grants for airport development approved under this title which involve labor shall contain such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this

preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates. For the purposes of this subsection --

a. a Vietnam-era veteran is an individual who served on active duty as defined by section 101(21) of Title 38 of the United States Code in the Armed Forces for a period of more than 180 consecutive days any part of which occurred during the period beginning August 5, 1964, and ending May 7, 1975, and who was separated from the Armed Forces under honorable conditions; and

b. a disabled veteran is an individual described in section 2108(2) of Title 5 of the United States Code.

70-31 TEMPORARY FACILITIES.

a. General. All temporary facilities required by the Contractor (or his subcontractors) shall be furnished by him (or them) and shall meet all state and/or local requirements and code for such temporary facilities. All temporary facilities shall be entirely removed upon completion of the work, and the sites shall be left in a satisfactory condition. Temporary facilities shall be provided and maintained so as not to create fire, safety, health or other hazard. The location of any such facilities shall be only as approved by the Engineer and/or the Owner.

b. Drinking Water. The Contractor shall provide drinking water for all personnel working on the Project.

c. Water for Construction. Water required for construction shall be provided by the Contractor. The Contractor shall acquire all necessary permits, place deposits, and pay any fees required for the utilization of the municipal water system. All necessary precautions shall be exercised so as not to contaminate the municipality's water system, if water is taken from the system.

d. Sanitary Facilities. The Contractor shall provide temporary sanitary facilities at the work site for the use of all personnel working on the project. The facilities provided shall be acceptable to the Engineer insofar as number, type and locations.

e. Electricity. The Contractor shall provide electrical power required for construction operations by means of portable generating equipment except where use of existing electric service at the work site can be made in a manner acceptable to the Owner and the Engineer. The Owner shall not be obligated in any way to make electrical power available.

f. Temporary Buildings. Any temporary buildings required by the Contractor and his subcontractors for field offices and such other temporary housing as needed, shall be provided by each for his own use unless arrangements are made for sharing facilities. The Contractor shall coordinate the use and placing of temporary buildings. The location and type of temporary buildings shall be subject to the approval of the Owner and the Engineer.

g. Available Space. Space will be made available at the site for the temporary field offices of the Contractor (and his subcontractors) and for storage of construction equipment and materials. The Contractor (and his subcontractors) shall provide all necessary temporary fencing and make arrangements with the Engineer for space for his own needs and the needs of his subcontractors.

70-32 SAFETY.

a. General. Attention shall be directed to the requirements that the Contractor comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc.

b. Specific Safety Requirements. The following are specific safety requirements which must be observed at all times during the life of this Contract:

(1) The wearing of non-conducting, hard, safety hats on the job is mandatory. The Contractor shall be responsible for and shall enforce the wearing of such safety hats by his personnel and the personnel of his subcontractors. The Contractor shall keep at least five (5) safety hats at the work site for use by the Engineer and others inspecting or visiting the work site.

(2) All employees must wear approved safety shoes unless special shoes for the types of work are required.

(3) All tools and devices that require electric power shall be properly grounded.

(4) Safety glasses shall be work by all workmen when performing operations hazardous to the eyes, and all welders shall be provided with suitable welding masks acceptable to the Engineer.

(5) If any blasting for rock ledge or large boulder removal is required for the Contract work and is allowed by the proper authorities and the Owner, all blasting and handling of explosives shall be done in accordance with all applicable safety regulations and ordinances concerning such work and shall be done in a manner so as to provide for the safety of all persons and so as not to damage property.

(6) All open trenches, excavations, etc. shall be kept well marked, barricaded and/or covered as required for the safety of persons, aircraft or vehicles on the site. Such excavations shall not be left open at night, on weekends, or during other periods when active construction is not being performed unless covered or otherwise protected to the complete satisfaction of the Engineer and the Owner.

c. Additional Safety Provisions.

(1) The Contractor (and his Subcontractors) shall, at all times, exercise reasonable precautions for the safety of all persons. All rules, regulations, and laws concerning safety that are in effect at the work site, and in particular, all applicable regulations of the Occupational Safety and Health Administration (OSHA) of the U.S. Government, in addition to all the requirements of these Specifications, shall be complied with in all respects.

(2) The Contractor shall provide adequate equipment and facilities as are necessary and required for first aid service to any person who may be injured in the prosecution of the work under this Contract whether they are his own personnel, his subcontractor's personnel, the Owner's representative, the Engineer, or other persons who may for any reason enter within the limits of the Contract work. Also, the Contractor shall have standing arrangements for or have effective written procedure on site, to care and for removal and hospital treatment of any person who may be injured. Such equipment or facilities and arrangements shall be satisfactory to the Engineer.

(3) The Contractor shall provide fences, watchmen, maintain warning and safety devices and lights, and take over such precautions as may be required from time to time throughout the Contract work to protect life and property.

d. Insufficiency of Safety Precautions. If, at any time, in the sole judgement of the Owner and/or the Engineer, the work is not properly lighted, barricaded or in any other respects safe in regard to public travel, persons on or about the work, or public or private property, the Owner and/or the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition or if the Contractor or his representative is not upon the site to that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Owner in so doing. Such action of the Engineer or Owner, or their failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, suits, proceedings, judgements, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Owner and/or Engineer acting under authority of this paragraph.

70-33 FIRE PREVENTION. All operations in connection with the Contract work shall be so performed that no fire hazards are needlessly created or permitted to exist. if the Contract work involves a fire hazard, sufficient fire fighting equipment with trained, capable operators shall be in the area to contain any fire until the local fire department is able to arrive. Particular care shall be exercised with regard to the disposition of waste materials, the nature or quality of which might create or increase a fire hazard. The Contractor shall make sure that persons employed directly or indirectly by him while working in connection with this Contract comply with any fire prevention regulations of the Owner. The Contractor shall also have a procedure for promptly notifying the local fire fighting organization in case of fire. The Contractor shall be responsible for compliance by personnel of his organization for their cooperation in fire prevention, fire reporting, and protective measures to minimize loss.

70-34 LABOR RECORDS. The Contractor and all his/her subcontractors shall keep true and accurate registers of all mechanics, teamster, chauffeurs, and laborers employed thereon, showing the name, address, and occupational classification of each employee on the work, the hours worked by, and the wages paid to each such employee, and shall furnish each week to the Engineer a true statement of the same covering the previous week.

END OF SECTION 70

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her Contract, said assignment shall be concurred in by the Surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, or sublet, the work or any part thereof without the previous written consent of the Owner and shall not, either legally or equitably, assign any of the monies payable under this Agreement, or his/her claim thereto, unless by and with the like consent of the Owner. The Contractor's failure to obtain the previous written consent of the Owner shall constitute a waiver of payment for the work or any part thereof that may be furnished without such previous written consent.

The Owner shall reserve the right to approve or disapprove any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Owner may require.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

80-02 NOTICE TO PROCEED. The Notice to Proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the Contract within 10 days of the date set by the Engineer in the written Notice to Proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion, as specified in the Contract of the work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced by the date specified in the Notice to Proceed.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the Notice to Proceed. The Contractor shall prepare and submit to the Engineer for approval the following:

a. A practicable and feasible schedule, on a bar-chart form to be furnished by the Owner, showing the order in which the Contractor proposes to carry on the salient components of the work, the dollar value of each respective component of the work, the dates on which s/he will start each, and the contemplated dates for completing the same, and a projection of each month's pay requisition, such schedule to be prepared in a manner prescribed by the Engineer based on money values of the various items of work; and

b. A written chronological statement of the order in which the Contractor proposes to perform the salient components of the work, indicating in detail the date of starting work on each component and the contemplated completion date for each.

c. The Contractor will be required to submit weekly updates to the progress schedule to keep all parties informed as to the project's status.

The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the Plans and Specifications within the time set forth in the proposal.

No physical construction work shall be performed on the work site until the above schedule and statement have been submitted in proper form and have been approved by the Engineer, and the Owner shall not be liable for any delays or increased costs to the Contractor resulting from the Contractor's failure to meet this requirement. Prompt review will be made of any proposed schedule and chronological statement submitted by the Contractor. Prior to the Engineer's approval thereof, the Contractor may commence all aspects of the work other than physical construction work at the site, including but not limited to the placing of material order, preparation of shop drawings, making of field survey layouts, assembly of equipment, and other work in preparation for the commencement of physical construction at the site.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

If, in the opinion of the Engineer, the Contractor's operations have been or will be materially affected by changes in the Plans or in the amount of work, or if the Contractor's performance has materially failed to conform to the approved schedule and chronological statement, the Contractor shall, upon request by the Engineer, submit to the Engineer within ten (10) days after such request, for his/her approval, a revised schedule and chronological statement of the types specified above, which shall indicate how the Contractor proposes to prosecute the balance of the work.

Approval of any such schedule or chronological statement by the Engineer shall not be construed as releasing the Contractor from any of its responsibilities or obligations under the Contract. Such approval shall be a condition precedent to the processing and payment of any monthly pay estimate. When required by the General Specifications, the scheduling of the work shall be by the Critical Path Method at the expense of the Contractor.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the Notice to Proceed is issued by the Owner.

It is the purpose of the Owner to complete the work in the shortest time possible and consistent with approved construction. To this end, Contractors will be required to use improved methods and equipment for doing the work and various parts thereof. All equipment shall be complete and well designed, and the organization shall be efficient and effective.

If, in the opinion of the Engineer, it is necessary at any time, the Contractor shall when directed, employ such forces and equipment for one or more additional shifts as will be required to ensure the proper completion of the Work. the Contractor shall provide and maintain, including power and fuel, sufficient lights for the safety of his/her construction forces and to ensure the proper construction, inspection, and prosecution of the Work, in addition to any lights necessary to protect the work or the traveling public. The Contractor shall not receive any compensation therefor in addition to the contract prices.

80-04 DELAY IN COMMENCING WORK. The Owner may delay the commencement of the work, or any part thereof, if the Owner shall deem it best for its interests to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to an equivalent extension of time in calendar days in which to complete the whole or any portion of the work required under the Contract.

80-05 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS (AOA) of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (AOA) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

AOA: All Runways and Taxiways
TIME PERIODS AOA CAN BE CLOSED: As coordinated with Airport Manager and Engineer
TYPE OF COMMUNICATIONS REQUIRED WHEN WORKING IN AN AOA: Radio contact with Air Traffic Control Tower
CONTROL AUTHORITY: FAA

The Contractor shall be required to conform to safety standards contained in AC150/5370-2, Operations Safety on Airports During Construction.

80-05.1 OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project safety plan and provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

THE Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirement of the safety plan and that they implement and maintain all necessary measures.

NO deviation or modifications shall be made to the approved safety plan unless approved in writing by the Owner or Engineer.

80-06 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract, Plans, and Specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall employ only competent persons to do the work, and whenever the Engineer shall notify the Contractor in writing that any person on the work is, in his/her opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be discharged from the work, and shall not again be employed on it except with the consent of the Engineer.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to met requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract, Plans, and Specifications.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of

specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

The Contractor shall submit each week to the Engineer, on a form approved by the Engineer, a listing of all equipment (other than small tools) used in or charged to the work during the previous week, including equipment rented by the Contractor from others, which listing shall include the following information as to each piece of equipment:

a. Identification thereof by the number assigned and by the firm name appearing on the equipment;

b. Designation of the equipment's capacity and weight (and, when deemed applicable by the Engineer, such other information, e.g, size, number of wheels, etc., as may be helpful in defining the equipment's reasonable rental rate);

c. Hours used on the Contract, and hours idle;

d. Hours down for repairs or for maintenance;

e. Whether it was rented from others or is owned by the Contractor or a subcontractor, and, if rented, from whom.

80-07 TEMPORARY SUSPENSION OF THE WORK. The Engineer and/or Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract. Upon receipt of written order from the Engineer, the Contractor shall immediately suspend the work or such part thereof in accordance with the order. No work shall be suspended without the written permission of the Engineer. The work shall be resumed when conditions so warrant or deficiencies have been corrected and the conditions of the Contract satisfied as ordered or approved in writing by the Engineer. No allowance of any kind will be made for suspension of work by order of the Engineer.

In the event that the Contractor is ordered by the Engineer and/or Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract, Plans, or Specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be

removed and replaced at the expense of the Contractor. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation or other causes whether such delays be avoidable or unavoidable, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with determination to be set forth in writing.

80-08 DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of this Contract that the Contractor shall perform fully, entirely and in an acceptable manner the Work required within the time stated in this Contract. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

If because of failure of the Owner to release to the Contractor any sections of the Project within such time as will enable the Contractor to perform the Contract within the contract time, the Owner will grant to the Contractor such extension of time as the Owner in the discretion of said Owner shall determine to be fair and reasonable. In no event shall the Owner incur or be under any further or additional liability to the Contractor because of such failure to release.

The Contract period has been carefully considered and has been established for reasons of importance to the Owner. This time limit will be enforced and any prospective bidder who is not willing to accept this Contract with the intention of complying with the time limit is cautioned not to submit a bid. No request for an extension of time that is based on any claim that the Contract period as originally established was inadequate will be considered.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the Contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

   The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the Notice to Proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the Notice to Proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the Contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the Contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

Variations in temperature and precipitation which are within normal limits for the particular month in question shall be conclusively deemed to have been anticipated before the opening of proposals on this Contract. Such normal limits shall be ascertained by reference to the official records of the United States Weather Bureau applicable to the particular locality for the previous three years.

Whenever the Contractor claims an extension of time stated in this Contract for completion of the work, only the necessary delay caused to completion of the work as a whole shall be considered in measuring or evaluating the extent of the delay. If, for example, extra work can be (or could have been) performed along with the regular work called for by the original Specifications without causing necessary delay to such regular work, no claim for extension of the contract completion time for the work shall be granted. In any event, even though a cause of delay meets all of the above conditions, any extension shall be granted only to the extent that the effect of such cause cannot be (or could not have been) avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, schedule and rescheduling), whether before or after the occurrence of the cause of delay. No extension shall be granted for a cause of delay which would not have affected the performance of the Contract were it not for the fault of the Contractor or for other delay for which the Contractor is not entitled to an extension of time.

The Contractor shall have no claim for damages on account of any delay on the part of the Owner in performing or furnishing any work and/or materials in connection with the execution of the work covered by the Contract.

Any reference in this Article to the Contractor shall be deemed to include subcontractors and materialmen, whether or not in privity of the Contract with the Contractor, and employees and others performing any part of the Contract, and all the foregoing shall be considered agents of the Contractor.

80-09 PROCEDURE FOR DETERMINING EXTENSIONS OF TIME. The Contractor shall give written notice to the Engineer within forty-eight (48) hours after the time that s/he knows or should know of any cause which will result (or has resulted) in delay for which s/he claims an extension of time (including those causes with the Owner is responsible for or has knowledge of). Any such written notice shall (1) state that an extension is claimed; (2) identify the cause of delay, and (3) describe as fully as practicable at the time, the nature and expected duration of the delay and its effect on the various portions of the work.

The submission of such written notice within the time period provided above shall be a condition precedent to any extension of time. The Engineer shall have no authority to modify or waive, expressly or by implication, such condition precedent, and any action or statements by the Engineer to such effect shall not be binding upon the Owner. Since the possible necessity for an extension of time might materially alter the scheduling, plans and other actions of the Owner, and since, with sufficient opportunity the Owner might (if it knew of the Contractor's claim) attempt to mitigate the effect of a delay for which an extension of time was to be claimed, and since merely oral notice might cause disputes as to the existence or substance thereof and notice long after the event would seriously hinder, if not prevent, the Owner's investigation of the pertinent facts, the giving of written notice within the time period stated above shall be of the essence of the Contractor's obligations and failure of the Contractor to comply with these requirements shall be a conclusive waiver of a claim for extension of time.

It shall in all cases be presumed that no extension or further extension of time is due unless the Contractor shall affirmatively demonstrate to the satisfaction of the Owner that it is. To this end, the Contractor shall maintain adequate records supporting any claim for an extension of time, and in the absence of such records the foregoing presumption shall be deemed conclusive.

After written notice has been given by the Contractor as provided above, the Engineer may, at such time as s/he deems appropriate, require the Contractor to submit to the Engineer and to the Owner, on or before a date specified in writing whatever records, data and explanation support, in the Contractor's view, his claim for extension of time. Within a reasonable time (to be determined by the Owner) after the date on which the Contractor submitted or should have submitted such records, data and explanation, the Owner shall in the exercise of his/her independent judgement render a decision in

writing with respect to the Contractor's claim for extension of time. The decision shall include a statement as to the number of days, if any, by which the time stated in the Contract for completion of the Work (or for completion of a designated portion of the work) is extended.

The decision of the Owner shall be final and conclusive with respect to all questions relating to an extension of the time stated in the Contract for completion of the work (or a designated portion thereof), including, in particular, (1) whether a claim by the Contractor for an extension of time should be granted, and (2) if so, the appropriate size of any such extension. The Owner may in his/her discretion, but need not, defer any such decision until after completion of the work, but any such decision shall be made before payment of the final estimate by the Owner.

80-10 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the Contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the Contract and Proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her Surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her Contract.

Similarly, if the General Provisions or General Specifications of the Contract state that a designated portion of the Work shall be completed by a specified date, and if such portion has not been completed by such date, the Contractor shall pay to the Owner the sum specified in the General Specifications for each and every calendar day that s/her is in default in completing such portion of the work. Such monies shall also be paid as liquidated damages, not as a penalty, to partially cover losses and expenses to the Owner.

The Owner shall recover such liquidated damages by deducting the amounts thereof out of any monies due or that might become due the Contractor, and if such monies be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay the amount due.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the Contract.

80-11 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

a. Fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or

b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the prosecution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the Contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's Surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the Contract.

If the Contractor or Surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

If at any time the Engineer shall certify that the rate of progress of the work (or any designated part thereof) is not satisfactory, s/he may, upon the written request of the Owner, notify the Contractor in writing to increase the labor, equipment and materials, or any of them, employed on the work (or such designated part), stating the minimum amount of increase required. Within five (5) calendar days after the date of such notice, the Contractor shall comply with the directions in such notice, and shall continue to comply therewith, making such arrangements as will result in full and efficient use of the labor, equipment and materials, as increased, until the completion of the work (or such designated part thereof) or until the Engineer, upon the Contractor's request in writing, certifies that the condition is as to rate of progress no longer requires such increase. The Contractor shall not be entitled to additional compensation by reason of compliance with any such notice to increase given by the Engineer.

If (as determined by the Engineer) the Contractor fails to comply with the Engineer's above notice to increase labor, equipment and materials, or fails to continue to comply therewith,

a. the Owner may so change the next and succeeding monthly pay estimates submitted by the Contractor as to eliminate payment for those items of work as to which the Contractor has failed to comply with the Engineer's notice to increase, so that payment for such items will be deferred until payment of that monthly estimate occurring next after the time that the Contractor has, in the opinion of the Engineer, complied with such notice to increase, or, in the alternative,

b. the Owner may employ and direct such additional laborers and equipment, and furnish and use such additional materials, as may in the opinion of the Engineer be necessary to achieve a satisfactory rate of progress or to ensure completion of the work (or such designated part thereof) within the time specified in the Contract, or at the earliest possible date thereafter. The expense of the foregoing may be charged to the Contractor by the Owner.

All expenses charged under this Article shall be deducted and paid by the Owner out of any monies then due or to become due the Contractor, under the Contract, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, but all sums actually paid therefor shall be charged to the Contractor. In case the expenses so charged are less than the sum which

would have been payable under the Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner upon completion of the work, without further demand being made therefor.

The giving of any such notice to increase shall not prevent the Owner from giving the Contractor a subsequent notice to discontinue work under the provisions of the preceding portion of this Article.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the Contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the Contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his Surety of its obligation for and concerning any just claim rising out of the work performed.

Any violation or breach of terms of this contract on the part of the Contractor or their Subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of the agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

Termination of Contract by Sponsor:

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

80-12 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the Contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the Contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her Surety of its obligation for and concerning any just claim arising out of the work performed.

80-13 FULFILLMENT OF CONTRACT. The Contract will be considered fulfilled when all the work has been completed, and the final inspection acceptance has been made. The Contractor will then be released from further obligation except as may be required by law, by his surety, and by the general guarantee provided for herein by subsection entitled, GENERAL GUARANTY of Section 70.

80-14 WORK AREA, STORAGE ARE< AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Egnineer prior to beginning any work in all areas of the Airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hinfrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 500 feet from the centerline of an active runway. Not equipment shall be allowed to aark within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time.

END OF SECTION 80

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the Contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60°F (15°C) or will be corrected to the volume at 60°F (15°C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the Inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the Project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the Contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the Contract, Plans, or Specifications.

The payment of any current estimate, or of any retained percentage, shall in no way constitute an acknowledgment of the acceptance of the work or in no way or degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to repair, correct, renew, or replace any defects and imperfections in the construction of, or in the strength of, or quality of materials used in or about the construction of the work under Contract and its appurtenances, as well as all damages due or attributable to such defects, which defects, imperfections or damages shall have been discovered on or before the final inspection and acceptance of the Work. The Engineer shall be the sole judge of such defects, imperfections, or damages and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

If, during the progress of the work, the Contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the Plans or indicated in the Contract Documents, either the Contractor or the Owner may request an equitable adjustment in the contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim from a Contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the Plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work or a change in the construction methods required for the performance of the work which results in an increase or a decrease in the cost of the work, the Owner shall make an equitable adjustment in the contract price and the Contract shall be modified in writing accordingly.

In the absence of unit prices, the Owner and the Contractor may agree upon an amount of payment to the Contractor or a credit to the Owner, whichever the case may be.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or nonperform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

    (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

    (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

    (3) Quantities of materials, prices, and extensions.

    (4) Transportation of materials.

    (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the Contract, Plans, and Specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the Owner may, with seven (7) days after receipt, return to the Contractor for correction any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computation. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.
The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed where all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deems to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.

The Engineer shall determine whether any periodic estimate is in proper form, and such determination shall be final and conclusive.

If the Engineer certifies to the Owner in writing that certain items of work are not being performed or have not been performed in accordance with the provisions of this Contract, no such partial payment shall be required to be made with respect to such items.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the Surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions will then be certified for payment o the Contractor. The Contractor shlal deliver to the Owner, a complete release of all clamins for labor and material arising out of

this contract before the fibal payment is made. Id a subcontractor ir supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees that Owner may be compelled to pay for discharging any such item or claim.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

PAYMENTS TO SUBCONTRACTORS. This Contract, if awarded pursuant to sections 44A to H, inclusive, G.L. Chapter 149, is subject to the following paragraphs a. through i. and in each case those subparagraphs shall be binding between the General Contractor and each subcontractor.

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

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

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

d. If, within seventy (70) days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the General Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Authority, and a copy shall be delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time.

   The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70th) day after the subcontractor has

substantially completed the subcontract work. Within ten (10) days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be by sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor and of the amount due for each claim made by the General Contractor against the subcontractor.

e. Within fifteen (15) days after receipt of the demand by the awarding authority, but in no event prior to the seventieth (70th) day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the General Contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph d. The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this subparagraph.

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

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

h. The awarding authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph f., are sufficient to satisfy all unpaid balances of demands for direct payments received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the General Contractor.

i. If the subcontractor does not receive payment as provided in subparagraph a. or if the General Contractor does not submit periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deduction provided for in subparagraph a., the subcontractor may demand direct payment by following the procedure in subparagraph d. and the General Contractor may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter, the awarding authority shall proceed as provided in subparagraphs e., f., g. and h. (Ch. 774, Acts of 1972.)

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, Plans, and

Specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, Plans, and Specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the Surety to such agreement.

90-09 LIENS. Any and all partial or advance payments made hereunder shall be secured, when made, by a lien in favor of the Owner upon the work and upon article, materials, and other property acquired for or allocated to the performance of this Contract, and upon such part of any mass or property not specifically allocated as represents the proportion of the total mass to be allocated to this Contract except to the extent that the Owner, by virtue of any other provisions of this Contract, or otherwise, shall have valid title to such work, articles, materials, or other property as against other creditors of the Contractor.

It is agreed that in case of default by the Contractor in the performance of this Contract, including any bankruptcy, receivership, reorganization, assignment for the benefit of creditors or other insolvency proceeding of the Contractor which is not waived by the Owner, such default, unless waived by the Owner, shall ipso facto operate to vest in the Owner title to such of the work and property acquired and/or produced by the Contractor for the performance of this Contract, the title of which has not been previously vested in the Owner under the provisions of this Contract, as the Contracting Officer shall not be operative unless at least one partial or advance payment shall have been made under this Contract.

The Contractor agrees that, to the extent determined necessary and practical by the Contracting Officer, it will identify by marking or segregating all property which is subject to a lien in favor of the Owner by virtue of any provisions of this Contract in such manner as to indicated that it is subject to such lien and that it has been acquired for or allocated to the performance of this Contract. In any event, the Contractor shall maintain adequate accounting control over such property on its books and records.

90-10 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the Contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

If at any time during the period of one (1) year of as indicated otherwise in these Specifications, from the date of the final acceptance of the work under this Contract, any part of such work which, in the opinion of the Engineer, requires replacing or repairing, or damage to other property of the Owner caused by any defect in the work, the Engineer may notify the Contractor in person or my mail to make the required repairs or replacement and repair such damage. If the Contractor neglects to start such repairs or replacements to the satisfaction of the Engineer with ten (10) days from the date of giving or mailing such notice, then the Engineer may employ other persons to make such repairs and replacements and the Contractor agrees, upon demand, to pay to the Owner all amounts which it expends for such repair or replacement.

END OF SECTION 90

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

100-01 General. When the Specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to Contract Plans, Technical Specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract Technical Specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the Contract Technical Specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the Technical Specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the Technical Specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 14 calendar days before the start of work.

The Quality Control Program shall be organized to address, as a minimum, the following items:

a. Quality control organization;

b. Project progress schedule;

c. Submittals schedule;

d. Inspection requirements;

e. Quality control testing plan;

f. Documentation of quality control activities; and

g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this Contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the Contract.

   Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

   (1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.

   (2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

   (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

   (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

   (5) Highway materials technician certified at Level III by NICET.

   (6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the Contract Plans and Technical Specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the Technical Specifications, and as required by Section 100-06.

(2) Performance of all quality control tests as required by the Technical Specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the Contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the Contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the Contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the Technical Specifications. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number;
b. Item description;
c. Description of submittal;
d. Specification paragraph requiring submittal; and
e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the Technical Specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the Technical Specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the Technical Specifications. The testing plan shall include the minimum tests and test frequencies required by each Technical Specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401, P-209, P-154, P-152);
b. Item description (e.g., Plant Mix Bituminous Pavements, Crushed Aggregate Base Course, Subbase Course and Excavation and Embankment);
c. Test type (e.g., gradation, grade, asphalt content, compaction);
d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
e. Test frequency (e.g., as required by Technical Specifications or minimum frequency when requirements are not stated);
f. Responsibility (e.g., plant technician); and
g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the Contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific contractor quality control records required for the Contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each contractor quality control technician shall maintain a daily log of all inspections performed for both contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical Specification item number and description;
(2) Compliance with approved submittals;
(3) Proper storage of materials and equipment;
(4) Proper operation of all equipment;
(5) Adherence to plans and technical specifications;
(6) Review of quality control tests; and
(7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

(1) Technical Specification item number and description;
(2) Test designation;
(3) Location;
(4) Date of test;
(5) Control requirements;
(6) Test results;
(7) Causes for rejection;
(8) Recommended remedial actions; and
(9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the Technical Specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the Technical Specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the Technical Specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable Technical Specifications and Plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

    (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

    (2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100

SECTION 110

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the Specifications provide for material to be sampled and tested on a statistical basis, the material will be evaluated for acceptance in accordance with this section. All test results for a lot will be analyzed statistically, using procedures to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublot tests for the lot and the specification tolerance limits (L for lower and U for upper) for the particular acceptance parameter. From these values, the respective Quality index(s) (Q_L for Lower Quality Index and/or Q_U for Upper Quality Index) is computed and the PWL for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. This Contractor's risk is the probability that material produced at the acceptable quantity level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing the PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the random sampling position within the sublot in accordance with requirements of the Specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the Specification.

d. Find the sample average (X) for all sublot values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$$

Where:

X = Average of all sublot values within a lot

x_1, x_2 = Individual sublot values

n = Number of sublots

e. Find the standard deviation S_n by use of the following formula:

$$S_n = SQRT\ [(d_1*d_1 + d_2*d_2 + d_3*d_3 + \ldots d_n*d_n) / (n-1)]$$

Where:

S_n = standard deviation of the number of sublot values in the set

d_1, d_2 = deviations of the individual sublot values X_1,X_2 . . from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X)$ . . $d_n = (x_n - X)$

n = number of sublots

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where:

L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n \text{AND} \quad Q_U = (U - X) / S_n$$

Where:

L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where:

P_L = percent within lower specification limit
P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

   A-1 96.60
   A-2 97.55
   A-3 99.30
   A-4 98.35

   n = 4

2. Calculate average density for the lot.

   $X = (x_1 + x_2 + x_3 + . . x_n) / n$

   $X = (96.60 + 97.55 + 99.30 + 98.35) / 4$

   X = 97.95 percent density

3. Calculate the standard deviation for the lot.

   S_n = SQRT[((96.60 - 97.95)*(96.60 - 97.95) + (97.55 - 97.95)*(97.55 - 97.95) + (99.30 - 97.95)*(99.30 - 97.95) + (98.35 - 97.95)*(98.35 - 97.95)) / (4 - 1)]

   Sn = SQRT[(1.82 + 0.16 + 1.82 + 0.16) / 3]

   Sn = 1.15

4. Calculate the Lower Quality Index QL for the lot. (L=96.3)

   $Q_L = (X - L) / S_n$

   $Q_L = (97.95 - 96.30) / 1.15$

   $Q_L = 1.4347$

5. Determine PWL by entering Table 1 with Q_L= 1.44 and n= 4.

   PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

   A-1 5.00
   A-2 3.74
   A-3 2.30
   A-4 3.25

2. Calculate the average air voids for the lot.

   $X = (x_1 + x + x_3 . . n) / n$

$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$

$X = 3.57$ percent

3. Calculate the standard deviation S_n for the lot.

$S_n = SQRT[((5.00 – 3.57)*(5.00 – 3.57) + (3.74 - 3.57)*(3.74 - 3.57) + (2.30 - 3.57)*(2.30 – 3.57) + (3.25 – 3.57)*(3.25 - 3.57))/(4 - 1)]$

$S_n = SQRT[(2.04 + 0.03 + 1.62 + 0.10) / 3]$

$S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.40$ and n = 4.

$P_L = 97$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.27$ and n = 4.
$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E 178)

Project: Example Project
Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. Use n=4 and upper 5 percent significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion,

then the measurement is not considered an outlier

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion,

then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

NOTE: In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 x 1.15) = 99.63 percent

OR

less than (97.95 - 1.463 x 1.15) = 96.27 percent.

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Positive and Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Positive and Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Positive and Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

SECTION 120
NUCLEAR GAGES

120-01 TESTING. When the specifications provide for nuclear gage acceptance testing of material for Items P-152, P-154, P-208, and P-209, the testing shall be performed in accordance with this section. At each sampling location, the field density shall be determined in accordance with ASTM D 6938 using the Direct Transmission Method. The nuclear gage shall be calibrated in accordance with ASTM D6938. Calibration and operation of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gage must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM standards.

When using the nuclear method, ASTM D6938 shall be used to determine the moisture content of the material. The calibration curve furnished with the nuclear gages shall be checked in accordance with ASTM standards. The calibration checks shall be made at the beginning of a job and at regular daily intervals.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 6938 is used.

120-02. When PWL concepts are incorporated, compaction shall continue until a PWL of 90 percent or more is achieved using the lower specification tolerance limits (L) below.

The percentage of material within specification limits (PWL) shall be determined in accordance with the procedures specified in Section 110 of the General Provisions.

The lower specification tolerance limit (L) for density shall be:

Specification Item Number	Specification Tolerance (L) for Density, (percent of laboratory maximum)	
Item P-152	90.5 for cohesive material,	95.5 for non-cohesive
Item P-154	95.5	
Item P-208	97.0	
Item P-209	97.0	

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

120-03 VERIFICATION TESTING. (For Items P-152 and P-154 only.) The Engineer will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of; (1) compacting the material and determining the dry density and moisture-density in accordance with ASTM D 1557 for aircraft gross weights 60,000 pounds or more, and (2) comparing the result with the laboratory moisture-density curves for the material being placed. This verification process is commonly referred to as a “one-point Proctor”. If the material does not conform to the existing moisture-density curves, the Engineer will establish the laboratory maximum density and optimum moisture content for the material in accordance with ASTM D 1557 for aircraft gross weights 60,000 pounds or more.

Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each sublot by the laboratory maximum density for the lot.

END OF SECTION 120

Commonwealth of Massachusetts Regulations

(a) Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program

(b) Contractors and Subcontractors Certifications

(c) Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program Contract Compliance Procedures

(d) Sample Contract Compliance Reports

THE COMMONWEALTH OF MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

I. For purposes of this Contract, “minority” refers to Asian-Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. "Commission" refers to the Massachusetts Commission Against Discrimination.

II. During the performance of this Contract, the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

1. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

2. In connection with the performance of work under this Contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. 1. As part of his obligation of remedial action under the foregoing section, the Contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.

2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Commission, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the Commission.

IV. 1. At the discretion of the Commission there may be established for the life of this Contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Commission and such other representatives as may be designated by the Commission in conjunction with the administering agency.

2. The Contractor (or his agent, if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, or workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Commission and Liaison Committee.

4. Records of employment referral orders, prepared by the Contractor, shall be made available to the Commission and to the Liaison Committee on request.

5. The Contractor shall prepare weekly reports in a form approved by the Commission of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each such week to the Commission and to the Liaison Committee.

V. If the Contractor shall use any Subcontractor on any work performed under this Contract, he shall take affirmative action to negotiate with qualified minority Subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the Executive Office of Communities and Development) or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

VI. In the employment of journeymen, apprentices, trainees and advanced trainees, the Contractor shall give preference, first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

VII. A designee of the Commission and a designee of the Liaison Committee shall each have right of access to the construction site.

VIII. Compliance with Requirements

The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.

IX. Non-Discrimination

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.

X. Solicitation for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential Subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and affirmative action.

XI. Bidders Certification Requirement

1. The bidders certification form currently in use will be deleted from all future bid documents.

2. The following certification statement will be inserted in the bid document just above the bidder's signature, as a substitute for the present bidder certification form:

> "The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained with the minority Contractor compliance specified in Section V of said appendix. The Contractor receiving the award of the Contract shall be required to obtain from each of its Subcontractors and submit to the Contracting or Administering Agency prior to the performance of any work under said contract a certification by said Subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the appendix EEO".

XII. Contractor's Certification

The Contractor's certification form must be signed by all successful low bidder(s) prior to award by the Contracting Agency. (see Pages CA-106 through CA-111).

XIII. Compliance-Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering agency of the Commission on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Commission to affect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency or the Commission as appropriate and shall set forth what efforts he has made to obtain the information.

2. Whenever the administering agency, the Commission, or the Liaison Committee believes the General Contractor or any Subcontractor may not be operating in compliance with the terms of this Section, the Commission directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the Commission or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Commission shall make a final report of non-compliance, and recommend to the administering agency the imposition of one or more of the sanctions listed below. If, however, the Commission believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Commission, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

a. The recovery by the administering agency from the General Contractor of 1/100 of 1% of the contract award price or $1,000 whichever is greater, in the nature of liquidated damages, or, if a Subcontractor is in non-compliance, the recovery by the administering agency from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor of 1/10 of 1% of the subcontract price, or $400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;

b. The suspension of any payment or part thereof due under the Contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the Contract;

c. The termination, or cancellation, of the Contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his compliance with the terms of the Contract;

d. The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he is in compliance with this Section, he may request the administering agency, in consultation with the Commission, to suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination of the Commission, the administering agency, based on the recommendation of the Commission shall either lift the sanctions or reimpose them.

4. Sanctions enumerated under Section XIII-2 shall not be imposed by the administering agency except after an adjudicatory proceeding, as that term is used M.G.L. C. 30A, has been conducted. No investigation by the Commission or its agent shall be initiated without prior notice to the Contractor.

XIV.Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

MINIMUM MINORITY PERCENTAGES TO BE APPLIED TO

STATE AND STATE ASSISTED CONTRACTS

WITHIN THE COMMONWEALTH OF MASSACHUSETTS

The following percentages shall apply:		No Less Than
Boston:	Impact Area (Jamaica Plain (part), Mattapan, South Cove, Chinatown, Bay Village, Roxbury, Dorchester, South End)	30%
	Others	10%
Cambridge:		12%
New Bedford:		18%
Springfield:		10%
All other cities and towns:		5%

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Attachment A-1

A. Contractor's Certification

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

CONTRACTOR'S CERTIFICATION

_____

Name of the General Contractor

certifies that:

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

   _____
   _____
   _____

2. Will comply with the minority/woman workforce ratio and specific affirmative action steps contained herein; and

3. Will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this Contract the Subcontractor's certification required by these bid conditions.

_____

Signature of Authorized Representative or Contractor

Attachment A-2

A. Subcontractor's Certification

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

SUBCONTRACTOR'S CERTIFICATION

_____

Name of the Subcontractor

certifies that:

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

   _____
   _____
   _____

2. Will comply with the minority/woman workforce ratio and specific affirmative action steps contained herein; and

3. Will obtain from each of its Subcontractors prior to the award of any subcontract under this Contract the Subcontractor's certification required by these bid conditions.

_____

Signature of Authorized Representative or Subcontractor

Attachment B

BIDDER'S CERTIFICATION

The undersigned bidder hereby certifies he/she will comply with the minority/woman workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract. Including compliance with the Disadvantaged Business Enterprise as required under these contract provisions. The Contractor receiving the award of the Contract shall be required to obtain from each of its Subcontractors a copy of the bidder's certification and submit it to the contracting agency prior to the award of such subcontract, regardless of tier, that it will comply with the minority/woman workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions.

_____

Signature of Bidder

_____

Name of Firm

_____

Title

_____

Date

THE COMMONWEALTH OF MASSACHUSETTS SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

CONTRACT COMPLIANCE PROCEDURE

Pursuant to Section XI of the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program for construction contracts, the administering and/or the contracting agency's Contract Compliance Officer or the Affirmative Action Staff is the designated agent of the Massachusetts Commission Against Discrimination (MCAD). The responsibilities of the Contract Compliance Officer (MCAD agent) are to conduct compliance monitoring and enforcement of the program requirements.

To ensure that the minority/women workforce utilization goals on all construction contracts in excess of $50,000, as well as disadvantaged business enterprise (DBE) goals are enforced effectively, the following procedures will be followed commencing with the initial contract specifications preparation and continuing throughout the life of the contract on all projects.

1. Contract Specification
2. Bid Advertisement
3. Pre-Bid Conference
4. Pre-Construction Conference
5. Reporting System
6. Monitoring System
7. Identifying and Reporting of Non-Compliance
8. Non-Compliance Procedures
9. Recommendation and Sanction

1. CONTRACT SPECIFICATION

At the initial stage of contract specification preparation, the Contract Compliance Officer of the contracting agency must ensure the incorporation of the proper EEO/AA provisions in the general conditions of the Contract.

2. BID ADVERTISEMENT

The Contract Compliance Officer will review all Bid Advertisements before the notice is published to ensure that reference to the EEO/AA requirements is included.

3. PRE-BID CONFERENCE

At the Pre-Bid Conference, the Contract Compliance Officer will inform potential bidders of the EEO/AA requirements of the contract. These include, but are not limited to the following:

a. Adhering to minority/women workforce utilization and DBE participation goals for the Contract.

b. Informing potential bidders that the requirements are for the life of the Contract.

c. Informing potential bidders that the Subcontractors are obligated to comply with the same requirements and it is the responsibility of the Prime Contractor to ensure that Subcontractors comply with the contract provisions.

d. Informing potential bidders of the required documents and forms that they must sign and submit with their bids, i.e., Bidder's Certification (Attachment B); Schedules for DBE Participation; DBE Letter of Intent; etc.

e. Making information and/or resources available for DBE; i.e., State Office of Minority/Women Business Assistance (Supplier Diversity Office (SDO) (formerly SOMWBA)); Contractor's Association of Boston (CAB); Small Business Development Corporation (SBDC); New England Minority Purchasing Council (NEMPC) and any other information that will assist the Prime Contractor in attaining the stated goals for DBE compliance.

f. Making available minority/women workforce referral agencies, i.e., Community agencies; Third World Jobs Clearing House; Apprentice Recruitment Program, etc.

g. Question and answer period.

4. PRE-CONSTRUCTION CONFERENCE

At the Pre-Construction Conference, the Contract Compliance Officer will discuss the specific EEO/AA requirements with the Prime and Subcontractors. The Contract Compliance Officer will also:

a. Distribute all necessary documents and reporting forms as required under the Contract provisions.

b. Review EEO/AA requirements and goals in detail.

c. Explain the Contractor's obligations to comply with the EEO/AA requirements and goals.

d. Emphasize the EEO/AA provisions in Section III and Section XIV.

e. If non-compliance is found, sanctions and recommendations will be imposed.

f. Provide information such as resources of minority/women workforce and DBE referrals to assist the Contractor in achieving compliance with the Contract obligations.

g. Review the necessary reporting forms, i.e., Contractor's Quarterly Projected Workforce Table (Form CAD 85-1), Contractor's Weekly Workforce Utilization Report (Form CAD 85), Contractor Certification (Attachment A-1 for Prime Contractor, Attachment A-2 for Subcontractor), etc.

h. Secure the name and title of the EEO/AA Officer and Project Manager from the Contractor with a letter signed by the Chief Executive Officer of the Contractor.

5. REPORTING SYSTEM

To ensure the proper compliance of the Contractor's obligations in the utilization of his/her workforce, the following reporting system will be implemented:

a. Contractors must submit the Contractor's Quarterly Projected Workforce Table (CAD 85-1) prior to the commencement of work and no later than five (5) working days prior to the start of each new quarter to the Contract Compliance Officer.

b. Contractors must submit the Contractor's Weekly Workforce Utilization Report (CAD 85) to the Contract Compliance Officer no later than the following Tuesday of each week.

c. The Prime Contractor is responsible for the submission of all reports from all of his/her Subcontractors.

d. The Contracting/Administering Agency's Contract Compliance Officer must prepare the Agency's Monthly Contract Compliance Report (CAD 75) for Minority/Women Workforce Utilization and DBE Contract Activities Report and send them to MCAD no later than the 15th of the month following the end of each quarter.

6. MONITORING SYSTEM

In order for the Contract Compliance Officer to effectively implement and enforce the EEO/AA requirements, the following mechanism will be utilized:

a. Review of the weekly utilization reports submitted by the Contractors.

b. Verify the data on the weekly reports, by conducting on-site monitoring.

(1) On-site monitoring will be conducted either on a weekly or daily basis according to specific projects.

(2) When conducting on-site monitoring, the Contract Compliance Officer will initially meet with the Contractor's on-site supervisor to obtain the necessary data.

(3) The Contract Compliance Officer will conduct a visual headcount of all the workers on-site used by each Contractor, identifying the minority workers of each trade. If needed, an interview of each worker may be conducted to verify the information submitted by the Contractor.

7. IDENTIFYING AND REPORTING OF NON-COMPLIANCE

When the Contractor's Weekly Workforce Utilization Reports indicate that the Contractor is in a condition of non-compliance and it is then verified by the Contract Compliance Officer's actual on-site visit, the procedures are as follows:

a. The Contract Compliance Officer will notify and meet with the Contractor to remedy their condition of non-compliance in an attempt to bring the Contractor into compliance. All activities with the Contractor must be documented.

b. If the Contract Compliance Officer is unable to bring the Contractor into compliance, then the Contract Compliance Officer shall send a preliminary notification of apparent non-compliance, citing specific sections of the contract EEO/AA provisions to the Prime Contractor and/or the Subcontractor via Registered Mail, detailing the necessary remedies and granting a time-frame of (14) days for the Contractor to come into compliance.c. If the Contractor remains in non-compliance, then the Contract Compliance Officer shall notify the MCAD and issue a second notice of apparent non-compliance, informing the Contractor that a formal non-compliance investigation will be conducted. This will include a request for specific records and documentation that the Contractor must submit within the specific compliance time frame of 14 days.

8. NON-COMPLIANCE PROCEDURES

a. Upon the completion of the investigation, if it is found that the Contractor is still in a condition of non-compliance, then a final notice of apparent non-compliance will be issued, informing the Contractor that a formal complaint of non-compliance will be filed at MCAD.

b. When a non-compliance complaint is filed at MCAD, the complaint must include all documentation, such as reports; on-site reviews; correspondence; minutes of meetings and a copy of the Contract.

c. MCAD will conduct a conciliation conference in an attempt to bring the Contractor into compliance. If the conference is unsuccessful, the MCAD will conduct an adjudicatory hearing pursuant to M.G.L. Chapter 30A and 804 CMR 9.00.

d. The adjudicatory hearing will provide an opportunity for the Contractor to present proof of his/her efforts to comply with the EEO/AA requirements. If the Contractor can document that he/she has exhausted every possible measure to achieve compliance, then the Contractor would be found in compliance with the EEO/AA contract obligations. If the Contractor is unable to document every possible measure taken, then the Contractor can be found in non-compliance. A final report of non-compliance will then be issued.

9. RECOMMENDATIONS OF SANCTIONS

At the adjudicatory hearing, if the Contractor is found to be in non-compliance with the EEO/AA requirements, MCAD will make a final report of non-compliance. Once MCAD issues a final finding of non-compliance, MCAD will recommend that the administering contracting agency impose on the Contractor one or more of the sanctions outlined in the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program Section XIV within fourteen (14) days.

a. The recovery by the administering agency from the General Contractor of 1/100 of 1% of the contract award price or $1,000.00, whichever sum is greater, in the nature of liquidated damages or, if a sub-contractor is in non-compliance, the recovery by the administering agency from the General Contractor, to be assessed by the General Contractor as a back-charge against the sub-contractor, of 1/10 of 1% of the subcontract price, or $400.00, whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;

b. The suspension of any payment or part thereof due under the contract until such time as the General Contractor or any sub-contractor is able to demonstrate his compliance with the term of the Contract;

c. The termination, or cancellation, of the contract in whole, or in part, unless the General Contractor or any sub-contractor is able to demonstrate within the specified time period compliance with the terms of the Contract;

d. The denial to the General Contractor or any sub-contractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years;

e. If at any time after the imposition of one or more of the above sanctions, a Contractor is able to demonstrate that he is in compliance with the EEO/AA requirements, the Contractor may request the administering agency, in consultation with the Law Department, to suspend the sanctions conditionally pending a final determination by the Law Department as to whether the Contractor is in compliance.

Upon final determination by the Law Department, the administering agency, based on the recommendation of the Law Department, shall either lift the sanctions or reimpose them.

NOTE: (1) Non-compliance investigation will NOT be conducted without prior notice to the Contractor.

(2) Sanctions will NOT be imposed without providing an adjudicatory hearing (Due Process) to the Contractor.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

SCOPE OF WORK

The work to be done under this Contract includes the furnishing of all labor, equipment, materials, tools and incidentals necessary to complete the following project:

RUNWAY 15 VISIBILITY ZONE (RVZ) TREE CLEARING

The above work shall be in accordance with the provision of the Contract; the Contract Drawings; the Contract Specifications and Contract Addenda and as may be directed by the Engineer.

CONSTRUCTION SCHEDULE

General. Construction shall be performed in accordance with the Phasing Plan shown on the Contract Drawings, with modifications as approved by the Engineer as necessary throughout the progress of the project.

The construction schedule has been carefully prepared to provide the minimum interference with airport operations and local traffic. It is imperative therefore that the Contractor plan his/her work so that the schedule will be met. It is the sole responsibility of the Contractor to complete each work area within the allotted time frame as designated on the detailed work schedules. The Contractor shall submit his/her work schedule for the upcoming week to the Resident Engineer 48 hours prior to the weekly job meetings.

The Contractor is required to provide sufficient labor, materials and equipment to complete the project within the schedule prescribed in the Phasing Plan on the Contract Drawings

Construction Schedule. The Contractor, within fifteen (15) days after the execution of the Contract, shall prepare and submit to the Engineer for approval a practicable and feasible detailed construction schedule in bar-chart form showing the order in which the Contractor proposes to carry on the salient components of the Work, the dates on which s/he will start each, and the contemplated dates for completing the same. This schedule shall be brought up-to-date and displayed at the weekly job meeting for review by the Engineer and the Owner.

The schedule shall be compatible in all respects, and shall be consistent with all Contract requirements. They will be reviewed for reasonableness and conformity with the Contract and upon approval by the Engineer will be used to evaluate general job progress requirements. The Contractor shall also refer to Section 80-03 of the General Provisions for further information regarding construction schedule requirements.

Allowable Work. No physical construction work shall be performed on the Work site until the above schedule has been submitted in proper form and have been approved by the Engineer, and the Owner shall not be liable for any delays or increased costs to the Contractor resulting from the Contractor's failure to meet this requirement. Prompt review will be made of any proposed schedule submitted by the Contractor. Prior to the Engineer's approval thereof, the Contractor may commence all aspects of the Work other than physical construction work at the site, including but not limited to the placing of material orders, preparation of shop drawings, making of field survey layouts, assembly of equipment, and other work in preparation for the commencement of physical construction at the site.

AIRPORT OPERATION AND SAFETY REQUIREMENTS

General. When work is required in the Airport Operations Area (AOA) the Contractor shall take all precautions necessary to insure the safety of the public as well as his own equipment and personnel. The Contractor shall

obey all instructions as to routes to be taken by equipment traveling within the airport area. All of the Contractor's equipment traveling within the airport area shall be equipped with a lighted yellow rotating beacon and/or a 3' x 3' checkered orange and white flag. All Contractor's vehicles must have the company name imprinted on them. Equipment not actually in operation shall be kept clear of runway and taxiway safety areas, object free areas and any other surfaces identified by the Airport.

Safety Plan. The Contractor is responsible for developing and complying with a Safety Plan Compliance Document (SPCD). This document explains how the Contractor intends to comply with the Construction Safety and Phasing Plan (CSPP) for this project as well as provide details that cannot be determined prior to bidding and contract award. The CSPP essentially includes items in the plans and contract documents and streamlines them in one location. A copy of the SPCD will be given to the successful bidder. This SPCD must include a certification statement by the Contractor that indicates that it understands the operations safety requirements of the CSPP and it asserts that it will not deviate from the approved CSPP and SPCD unless written approval is granted by the Airport and Engineer. Any construction practice proposed by the Contractor does not conform to CSPP and SPCD may impact the Airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the Airport and FAA (through the Engineer) in advance. The requirements of the SPCD are outlined in FAA Advisory Circular 150/5370-2, current edition, which can be found at www.faa.gov. This safety plan must be submitted to the Airport and Engineer for review a minimum of fourteen days (14) prior to issuance of the Notice to Proceed.

The SPCD essentially needs to include all supplemental information not contained in the CSPP. The SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. IF no additional supplemental information is necessary for any specific subject, this must be noted. The SPCD should not duplicate the CSPP. There are eighteen (18) components of the SPCD, all of which are fully explained in the aforementioned FAA Advisory Circular. There is no additional compensation associated with the development of the safety plan as it is considered a subsidiary obligation of the Contractor.

Airfield Operations. Air traffic will continue to use existing runways and taxiways of the Airport during the time the work under this Contract is being performed. The Contractor shall at all times conduct his work so as to create no hindrance, hazard, or obstacle to air traffic using such portions of the Airport as are not officially closed to air traffic, and must, at all times, conduct the work in conformance with the requirements of the Airport Manager. The Contractor is cautioned that he should not have any men or equipment within 250' of any runway centerline during an aircraft operation (take-off or landing). Any inconvenience occurring is assumed to be a subsidiary obligation of the Contractor and the cost shall be absorbed in the unit prices bid for the various items of work.

Grading and stockpiling of materials or other construction operations shall not be conducted in a manner to cause malfunction or interference of the airport traffic control. The Contractor shall plan and execute his work in such a manner that adequate access will be available for vehicular traffic at all times during the period of construction. No trucking or other heavy equipment will be allowed on the paved runways or active taxiways, and at no time shall the speed exceed the limits of the airport. It is expressly understood that the Owner will not be responsible for any deduction, interpretations, delays, or conclusions made by the Contractor as to the difficulties which will be encountered in this regard.

Fires. The Contractor shall take all necessary precautions to prevent fires adjacent to the work and he shall prevent the spread of fires to areas outside the limits of the work. He shall provide adequate facilities for extinguishing fires and shall bury all combustible materials or safely dispose of combustible materials as directed by the Engineer.

Traffic Control Devices. Any temporary pavement markings, signs, traffic cones/drums, lights, signals, temporary walkways, traffic control and other devices which may be required for safe traffic control including low

profile barricades and lighted channelizer cones shall be provided and maintained by the Contractor during the course of the work, subject to the approval of the Engineer. All barricades used within the Aircraft Operating Area (AOA) shall be low profile barricades as shown on the Contract Drawings. The barricades shall be supplemented with lighted channelizer cones where indicated on the contract drawings. Airport hazard markings, if applicable, shall be furnished, installed and maintained by the Contractor, whenever required by the provisions of Advisory Circular 150/5340-1, latest edition, issued by the Federal Aviation Administration, Washington, D.C.

Radio Control. The Contractor shall furnish, install and maintain an approved two-way radio system between the Control Tower and the Contractor's field office, superintendent, and other responsible personnel. The Control Tower shall at all times have control of operations on or near active runways, taxiways and aprons. The Contractor shall, prior to commencing each day's work, check with the Control Tower Chief to ascertain the aircraft-use and coordinate work procedures. The Contractor shall furnish the Engineer with a portable radio for use on the airfield area for the duration of the Contract. This radio will be equipped with a recharger.

Radio Escort. The Contractor's access to the work area on the AOA shall be coordinated with the Engineer and the Airport at least 24 hours in advance. The Airport will provide a radio equipped escort for the Contractor during the Contractor's "Normal" work hours. All of the Contractor's personnel, equipment, deliveries to and from the work site shall be along Contractor's haul route. At no times shall the Contractor leave their equipment or vehicles in the AOA without prior permission from the Barnstable Municipal Airport Operations. In addition to the Airport provided radio equipped escort during the Contractor's "Normal" work hours, the Contractor shall provide at least three (3) badged/driver trained radio equipped escorts during all work hours the Contractor choices to work. The purpose of the three (3) badged/driver trained escorts is to maintain production for the long haul routes from access gates to the airfield to/from the work site. If the Contractor does not provide at least three (3) badged/driver trained radio equipped escorts on any given day then the Contractor will be restricted to working in one work area per day as only one Barnstable Municipal Airport escort will be available to support the construction activities under this project.

'Normal' work hours for the project shall be Monday through Friday 7 a.m. to 3 p.m. (excluding weekends and holidays). The Contractor shall be supplied with Airport provided radio escort vehicles at no cost to the Contractor during 'normal' work hours (7 a.m. to 3 p.m.). If the Contractor wants to work outside of 'normal' work hours then the Contractor shall pay the not-to-exceed cost of $50/hour for each radio escort driver (depending on how many drivers are requested) for each hour outside of 'normal' working hours (minimum 2-hour charge) (also note: work on weekends would require at a minimum 4 hours of pay per Airport escort if weekend hours are used).

Miscellaneous. The Contractor shall hold harmless the Airport Commission, the Engineer, and their respective agents or representatives from any and all claims for damages, costs, expenses, judgments or decrees resulting from negligence on the part of the Contractor, or his, or their, or its agent or employees in conducting the work as required by this Contract. **The Contractor is required to obtain any necessary permits, including any trenching permits required by the Commonwealth of Massachusetts.**

AIRPORT SECURITY BADGES

General. The Contractor shall be required to obtain a minimum of one airport security badge in order to perform work on the Airfield. One security badge will be for the Contractor's Superintendent. Radio escorts will be provided by the Barnstable Municipal Airport. The Contractor shall also be required to obtain security badges for any employee and subcontractor in a supervisory position. In addition to obtaining security badges, the Contractor's security badged personnel may be required to take and pass an Airport driver's test. All security badges and driving tests must be completed prior to the start of construction, allow 4 weeks prior to start of construction. Badge applications can be obtained at the office of the Airport Manager.

CONTRACTOR STAGING AND EQUIPMENT AREA

General. The areas for the location for storing materials and for servicing, repairing and parking construction equipment are located as shown on the Contract Drawings. All materials to be used in the work shall be stored at this location. The Contractor's attention is alerted to the fact that a limited amount of area is available within the designated areas and that exact limits will be approved by the Engineer.

Owner's Responsibility. The Owner will not be responsible for any vandalized equipment or material stored on the Airport property. Any security of the Contractor staging and equipment storage area including fencing or security personnel shall be provided by the Contractor at no expense to the Owner.

Cleanliness. Any area occupied by the Contractor shall be maintained in a clean and orderly condition satisfactory to the Engineer. Particular attention shall be given to the elimination of combustible rubbish or debris in the areas and none shall be left exposed overnight or at other periods of time the work is shut down. Contractor shall remove all debris from the work site and the Contractor's staging area daily.

In addition, at the completion of the project, the Contractor shall return the staging and equipment storage area to pre-construction condition.

CONTROL OF MATERIALS

General. During its progress, the work and the adjacent areas affected thereby, shall be kept cleaned up and all rubbish, surplus materials and unneeded construction equipment shall be removed and all damage repaired so that the public will be inconvenienced as little as possible. The Airport Manager has control of any surplus material generated before it leaves the site. The Airport Manager may designate areas for stockpiling of material on the airport or disposal off site**.** Material designated to be disposed of offsite shall be the responsibility of the Contractor. The Contractor shall legally dispose of all material offsite at no addition cost to the Airport.

HAUL ROADS

General. All paved haul roads or access roads shall be kept clean at all times to prevent the accumulation of dirt, mud, and other debris and the generation of dust by sweeping, washing or other methods directed by the Engineer.

Restoration. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. Suitable materials, equipment, and methods shall be used for such restoration.

WATER

General. Water for the Contractor's equipment will be made available to the Contractor at such outlet as the Engineer shall direct, subject to conditions for the protection and care of such outlets. If the local water department requires the installation of a separate meter at the source for the duration of the Project, the cost of the meter installation and charges for water use during the duration of the Project will be the responsibility of the Contractor and absorbed in the prices bid for the various items of work.

GENERAL SITE CLEANUP

General. The Contractor is responsible for providing all labor, materials, and equipment to keep the work site and adjacent properties clean from debris, dust, trash, and other objectionable materials generated from the Contractor's construction activities on a daily basis or as otherwise directed by the Engineer or Owner.

Site Cleanup. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this Contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., shall, upon completion of the work, be left in a clean and neat condition.

On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him, shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter in, under and around privies, houses, and other buildings used by him, shall remove all rubbish from any grounds which he has occupied, and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

DUST CONTROL

General. During all construction activities, the Contractor shall be responsible to provide adequate means of dust control at the request of the Engineer or Owner. The Contractor is reminded that work is being performed adjacent to active runways and taxiways and existing businesses and dust originating from the work areas can be a safety issue to aircraft, vehicles and pedestrians.

CONTRACT DRAWINGS

General. The Contract Drawings indicate the extent and general arrangement of the work to be done.

Departure from Drawings. If any departures from the Contract Drawings are deemed necessary by the Contractor, details for such departures and the reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without prior written approval of the Engineer.

Other. The work shall be done as indicated on the Contract Drawings and on such other detail and working drawings as may be issued from time to time during the period of construction. Any drawings made by the Contractor shall be of sizes to correspond with the standards of this project.

CONTRACT QUANTITIES

General. The quantities listed in the Schedule of Prices in the Proposal are estimates only. Within the limits of available funds, the Contractor will be required to complete the work specified herein in accordance with the Contract and at the contract price or prices, whether it involves quantities greater or less than those listed. For all work upon which unit prices are quoted the Contractor's compensation shall be computed upon the work actually performed, measured by the units of measurements specified, whether greater or less than the quantities shown on the Schedule of Prices in the Proposal. The unit prices set against the several items cover all incidental services required of the Contractor under this Contract.

WEEKLY PROJECT MEETINGS

General. Weekly project meetings will be held with the Contractor, Engineer, and Owner at an agreed upon time and place. These meetings will be held to discuss current work activities and issues, the following week’s work activities and their impacts to airport and local operations, and status of project schedule.

COOPERATION BY CONTRACTOR

The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this Contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

ENGINEER'S FIELD OFFICE

General. The Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

The Contractor shall temporarily furnish for use of the Engineer and Inspector, a weatherproof Mobile Trailer Office. The field office shall be removed upon completion of the Contract. Preparation of the site prior to installation and after removal shall be as directed by the Engineer. This office shall be separated from any buildings used by the Contractor. The floor area shall not be less than 256 square feet. The minimum body dimensions shall be 8 feet wide and 32 feet long. The trailer shall be furnished with 2 offices; 2 double desks, 8-ft. wide with Formica top, with steel file cabinet under desks; 2-4 drawer steel file cabinets (legal size); drafting table and stool, plan rack; 2 overhead shelves; complete washroom, electric heat, air conditioning, Venetian blinds, 3 chairs, exterior door with cylinder lock and 2 keys, a screen door, and 2 screened windows which can be opened and locked shut. The trailer will be set up on concrete blocks and approved by the Engineer. The Contractor shall provide and pay monthly billings for electric, telephone service (with answering machine and fax), two NEXTEL phones with car chargers, which shall be pre-programmed with all telephone/call numbers for appropriate project related personnel, continuous daily janitor service for the Engineer's office and provide any maintenance required, and shall include lamps, air conditioner, photocopier, soap, paper towels, toilet paper, and a water cooler with bottled spring water. The Contractor shall provide a wireless aircard for internet access for the sole use of the Engineer for the duration of the project. The Contractor shall also provide, for use of the Engineer, a portable two-way radio on the frequency of 121.9 megahertz and 119.5 megahertz. These services will be required for the duration of the Contract.

No direct payment will be made for the field offices specified above or any expenses in connection therewith. The costs shall be included in the prices for the various items of the Contract.

DELIVERY OF EQUIPMENT AND MATERIALS

General. Equipment and materials to be used in the work under this Contract shall be delivered sufficiently in advance of their proposed use to prevent delay in the execution of the work.

WEATHER CONDITIONS

General. No work shall be done when, in the opinion of the Engineer or Airport, the weather is unsuitable. No concrete, earth fill, embankment or paving shall be placed upon frozen material. If there is delay in the work due to weather conditions, the necessary precautions must be taken to bond new work to old.

AERIAL PHOTOGRAPHS

General. The Contractor shall deliver all sets of photographs to the Engineer for distribution. These photographs are to be taken with a large format aerial camera. The film shall be of a low speed and must have the ability to be enlarged and printed at a high resolution. Digital photographs are permitted; however, the Contractor should note that these photos need to be taken at a high resolution and shall not look "pixilated." If the Engineer deems that digital photos are not acceptable the Contractor shall use a regular large format aerial camera with film.

Requirements and Deliverables. The Contractor shall furnish four sets of four 8 ½-inch by 11-inch color, unmounted, direct overhead aerial photographs taken from an altitude to completely cover the site of the work with sufficient detail, after the completion of the contract. The Contractor shall inscribe on the reverse side of each photograph all pertinent information such as description, data, and the item(s) of work photographed, date of exposure, and name of the Contractor.

In addition, the Contractor shall furnish the Engineer with two (2) 36" by 48" color direct over head aerial photographs of the entire airport, including all airport boundaries with the final set of photographs, with all pertinent information from above inscribed on the reverse side of the photograph. **The Contractor shall supply "proofs" of the pictures to the Engineer for review and acceptance prior to the final set and enlarged photos being printed. The Engineer reserves the right to require new photos be furnished if they are not of the highest possible quality.**

RECORD DRAWINGS

General. The Contractor shall maintain at the site a set of drawings on which shall be recorded accurately as the work progresses the actual "as-built" dimensions and grades of all his work, indicating thereon all variations from the Contract Drawings. This record of "as-built" conditions shall include the work of all subcontractors. Notations on mechanical and electrical drawings shall include nameplate data for all installed equipment. These Drawings shall be kept current and available for review by the Engineer at all times. If the drawings are not kept up to date, payment may be withheld. At the conclusion of the Contract, the Contractor shall furnish the Engineer with a completed final "as-built" set of drawings.

MEASUREMENT AND PAYMENT

All the items listed in this specification section shall not be measured or paid for directly unless specifically noted, but will be considered a subsidiary obligation of the Contractor and shall be included in the contract prices bid for the various items of work.

- END OF SPECIAL PROVISIONS -

TECHNICAL SPECIFICATIONS

P-151 Tree Clearing

P-156 Erosion and Sedimentation Control

PROJECT ITEM P-151

Tree Clearing

DESCRIPTION

151-1.1 GENERAL. Section Includes: Labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

Contractor to file a National Pollutant Discharge Elimination System (NPDES) permit with the Environmental Protection Agency (EPA) for Construction General Permit coverage (online submission). Contractor to review the Stormwater Pollution Prevention Plan provided for the project and implement the requirements prior and during the work required.

All work to be in accordance with the Conservation Commission Order of Conditions and the Cape Cod Commission's Development Regional Impact (DRI) permit.

Removing designated trees within the Limit of Work area, as indicated on Drawings. Do not perform any grubbing of tree stumps, bushes or brush.

Tree protection for tree designated to remain.

151-1.2 QUALITY ASSURANCE. Conform to applicable code for environmental requirements and disposal of debris.

Perform Work in accordance with State, Local and Federal requirements.

Prior to the commencement of work, obtain approval of staked and/or flagged site clearing.

CONSTRUCTION METHODS

151-2.1 MATERIALS. Temporary construction fence and tree protection:

Stakes to be 2"x2", 6-ft long wooden.

Construction Fencing: Snow fence to be orange Resinet OSF60 Barrier Fence, Cortina Barrier Fence, Tenax Guardian Safety Fence, approved equal.

151.2.2 EXAMINATION. Verify existing trees designated to remain is tagged or identified. Coordinate site visit and review of trees to remain with the Engineer, Environmental Site Monitor and permitting agencies.

151-2.3 PREPARATION. Call Dig Safe at 1-888-DIG-SAFE (1-888-344-7233) not less than three working days before performing Work.

Request underground utilities to be located and marked within and surrounding construction areas.

151-2.4 PROTECTION. Locate, identify, and protect utilities indicated to remain, from damage.

Protect trees, plant growth, and features designated to remain, as final landscaping. Tree protection to be in accordance with Massachusetts Department of Transportation's Project Development and Design Guide latest edition, Chapter 13 Landscape and Aesthetics.

Protect bench marks, survey control points, and existing structures from damage or displacement.

151-2.5 REMOVAL. Remove and properly dispose of cleared material.

Continuously clean-up and remove trash, construction debris and waste materials from site. Do not allow materials to accumulate on site.

Remove all temporary facilities at the end of the project.

Do not burn or bury materials on site. Leave site in clean condition.

151-2.6 SITE ACCESS AND CLEARING. Access/haul road to be maintained and re-established at the end of construction by the Contractor.

Trees above the specified elevation in the Drawings and Permits are to be removed. Trees below this elevation are to remain.

Areas disturbed by clearing operations will be re-graded and restored by the Contractor per the requirement listed in the Drawings.

Barnstable Municipal Airport is a secure site. All access and work must be coordinated with Airport Operations. All personnel that will be onsite are subject to Transportation Security Administration (TSA) approval.

The contractor must appear with proper documentation (state issued license and original birth certificate OR valid passport) no less than 14 days prior to the start of the project to apply for a Contractor badge. Airport training and badging will be scheduled once the application is approved by TSA.

Badges will be issued for the duration of the project. The contractor will assign one badged employee to serve as badging coordinator. The coordinator will be responsible for making sure all issued badges are returned to the Airport on the expiration date, making arrangements to extend the badge expiration date to account for any project delays, and for immediately reporting to the Airport any lost or stolen badges. The cost of the badges is $30 which is payable at the time of badging.

Construction vehicles will be parked within designated areas and/or work area. All contractor's vehicles must have flashing amber beacons and the company identification visible on both sides of the vehicle. Storage or materials and/or equipment necessary to complete the work must be

located and secured as shown in the drawings. All haul or access routes are to be kept clean and free of mud with proper dust controls as necessary. Lay-down areas are to be as shown in the Drawings unless otherwise approved by the Airport and Engineer.

Trucks entering and leaving the fenced Airport property must be escorted into and out of the property by Airport Operations personnel. Contractor to coordinate access with the Airport.

Any runway closures are to be coordinated with the Airport. Any work within 250 feet of the runway centerline will require prior approval from the Airport.

Contractor to obey all instructions for the operations and routes to be taken by equipment and/or machinery on the Airport property. Any traffic devices needed to provide a safe work zone are to be provided by the contractor. All necessary temporary fencing and gates to protect materials and equipment is the responsibility of the contractor.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing of trees as shown by the limits on the plans or as ordered by the Engineer shall be the number of acres or fractions thereof, of land specifically cleared with proper tree protection measures installed.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per acre for clearing of trees and protection of trees. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151-1 Tree Clearing and Tree Protection _____ Per Acre

END OF ITEM P-151

PROJECT ITEM P-156

Erosion and Sedimentation Control

DESCRIPTION

156-1.1 SUMMARY. Section Includes: Labor, materials and equipment necessary to install proper control measures to prevent erosion, siltation and sedimentation of the Project site and adjacent and off-site areas.

156-1.2 SUBMITTALS. Product Data: Product Data: Submit data on each type of proprietary erosion control devices, and geotextile.

156-1.3 QUALITY ASSURANCE. Perform Work in accordance with the requirements of the Stormwater Pollution Prevention Plan (SWPPP) issued under the Notice of Intent and applicable Local, State and Federal requirements.

Material and installation must be in accordance with the Order of Conditions issued by the Conservation Commission.

CONSTRUCTION METHODS

156-2.1 MATERIAL. Stakes: 2” x 2” wooden stakes unless otherwise indicated on Drawings.

Tubular Sediment Barrier: Tubular netting filled with water permeable compost material meeting the following requirements:

Compost:

Derived from a well-decomposed source of organic matter.

Free of weeds, refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted.

Tubular Netting: One continuous barrier. Diameter per Drawings. Equal to the following:

Silt Soxx by Filtrexx

Silt Sock

FilterMitt by Phase II Stormwater Products, Inc.

Verify compacted subgrade, granular base, and/or stabilized soil is acceptable and ready to support devices and imposed loads.

Verify gradients and elevations of base or foundation for other work are correct.

156-2.2 PREPARATION. Install control measures prior to construction to prevent erosion, siltation and sedimentation of construction areas, adjacent areas and off-site areas in the following work areas:

Soil stockpiles, storage and staging areas;

Cut and fill slopes and other stripped and graded areas;

Constructed and existing swales and ditches;

Stormwater management features, drainage infrastructure or systems.

Provide additional means of erosion and sediment control as required for continued or unforeseen erosion problems.

156-2.3 GENERAL MAINTENANCE. Install and maintain site erosion and sediment controls as indicated on Drawings.

156-2.4 TUBULAR SEDIMENT BARRIER. See Drawings and manufacturer's recommendations for installation.

Installed on the perimeter of the site and/or along resource areas as shown in the Drawings.

156-2.5 SITE STABILIZATION. Incorporate erosion control devices indicated on Drawings into the Project at the earliest practicable time.

Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.

Provide permanent stabilization of disturbed areas which are either at finished grade or will not be disturbed with shredded mulch.

156-2.6 FIELD QUALITY CONTROL AND CLEANING. Inspect erosion and sediment control devices and stabilized slopes on a weekly basis and after each rainfall event of .25 inch or greater. Make necessary repairs of identified problems within 24 hours to ensure erosion and sediment controls are in good working order. Reset or replace materials as required.

When field visits indicate Work does not meet specified requirements, repair and/or replace Work.

Any deviation from the requirements must be approved by the Engineer.

When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment barrier or device, remove and dispose of sediment.

Do not damage structure or device during cleaning operations.

Do not permit sediment to erode into construction or site areas or natural waterways.

Clean channels when depth of sediment reaches approximately one half channel depth.

156-2.7 PROTECTION. Do not permit construction traffic over stabilized areas.

Protect Project site stabilization from elements, flowing water, or other disturbance until vegetation established.

156-2.8 STORM WATER POLLUTION PREVENTION

The Contractor is required to develop a Stormwater Pollution Prevention Plan for this project. In addition to the requirements previously noted in this Specification, the following shall also be followed:

A. The Contractor shall identify Best Management Practices (BMPs) to be implemented during construction taking into consideration the BMP design to minimize the potential contamination of storm water as a result of contact with soil stockpiles, materials, equipment and vehicles.

B. The Contractor shall identify locations where erosion is likely and where other construction related pollutants may be generated. The Contractor shall identify appropriate BMPs and implement them in these areas.

C. The Contractor shall handle nuisance water such as storm water and surface runoff by directing runoff to specified catch basins at the construction site. Drain inlet protectors and fiber rolls shall be installed by the Contractor at the down gradient end of all open excavations. The Contractor shall inspect the drain inlet protectors and the fiber rolls daily and replace damaged sections at no additional cost to the Airport.

D. The Contractor shall maintain a daily log of active discharges and record this information on the stormwater pollution prevention work sheet that shall be contained in the SWPP Plan along with daily inspection information. The Contractor shall notify the Engineer and the Airport whenever discharges to the storm drainage system are made.

E. The SWPPP will be in accordance with the Order of Conditions set forth for this project (See Appendices A through C)

F. The Contractor is required to file the eNOI online for the General Permit prior to the start of construction.

G. The SWPPP is to be prepared by a professional engineer that is familiar with environmental laws and regulations.

H. The SWPPP shall comply with the current Airport SWPPP at a minimum.

I. The Contractor shall submit their prepared SWPPP for review by the project engineer.

The Contractor shall designate at least one individual to comprise the SWPP Plan team who will be responsible for SWPP inspections, maintenance and repair activities, and filling out the daily SWPP discharge log. Personnel selected for SWPP inspection and maintenance responsibilities shall have been previously trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used on site in good working order.

METHOD OF MEASUREMENT

156-3.1 Temporary erosion and pollution control as shown on the plans or those measures so ordered by the Engineer shall be measured for payment, unless those measures are required due to the Contractor's negligence or carelessness. Any measures required to protect the Contractor's lay down area, haul road, or any other area outside the limit of work will be performed at the Contractor's own expense.

Completed and accepted work will be measured as follows:

Installation of "Mulch sock" will be measured by the linear foot.

These costs shall include all materials necessary to install the erosion control measures. This cost shall also include all maintenance and upkeep required of the controls as well as removal upon completion of the project. The costs include all labor, materials and all incidentals necessary to install the erosion control measures at the locations noted on the plans.

156-3.2 The "Development and Implementation of SWPPP to be paid for shall be a lump sum cost, in accordance with the requirements set forth in this Specification and in accordance with the requirements as dictated by the UPEPA permit regulations. All erosion control measures required by the Contractor's SWPPP will not be measured separately for payment but will be incidental to the cost of the SWPPP.

BASIS OF PAYMENT

156-4.1 Accepted quantities of erosion control work ordered by the Engineer in the locations noted on the Contract Drawings and measured complete in place, including installation, maintenance and removal, as well as restoration of the areas affected, will be paid for under Project Items. The costs include all labor, materials and all incidentals necessary to install the erosion control devices at the locations noted on the plans and directed by the Engineer.

Payment will be made under:

Project Item P-156-1 -Fiber Mulch Rolls _____ Per Linear Foot

Project Item P-156-2 -Development and Implementation of SWPPP _____ Per Lump Sum

END OF ITEM P-156

APPENDIX

Appendix A – OOC from ConCom

Appendix B – Natural Heritage Permit

Appendix C – Cape Cod Commission (CCC) Permit

APPENDIX - A

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04-10-2015 @ 08:21a

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:003-5231
eDEP Transaction #:697239
City/Town:BARNSTABLE

A. General Information

1. Conservation Commission: BARNSTABLE
2. Issuance: a. ☑ OOC b. ☐ Amended OOC
3. Applicant Details

a. First Name		b. Last Name			
c. Organization	TOWN OF BARNSTABLE MUNICIPAL AIRPORT				
d. Mailing Address	480 BARNSTABLE ROAD, HYANNIS				
e. City/Town	BARNSTABLE	f. State	MA	g. Zip Code	02601

4. Property Owner

a. First Name		b. Last Name			
c. Organization	TOWN OF BARNSTABLE MUNICIPAL AIRPORT				
d. Mailing Address	480 BARNSTABLE ROAD, HYANNIS				
e. City/Town	BARNSTABLE	f. State	MA	g. Zip Code	02601

5. Project Location

a.Street Address	480 BARNSTABLE ROAD, HYANNIS		
b.City/Town	BARNSTABLE	c. Zip Code	02601
d. Assessors Map/Plat#	329	e. Parcel/Lot#	003
f. Latitude	41.67064N	g. Longitude	70.2814W

6. Property recorded at the Registry of Deed for:

a. County	b. Certificate	c. Book	d. Page
BARNSTABLE		13482	303

7.Dates

a. Date NOI Filed : 10/1/2014 b. Date Public Hearing Closed: 10/14/2014 c. Date Of Issuance: 10/28/2014

8.Final Approved Plans and Other Documents

a. Plan Title:	b. Plan Prepared by:	c. Plan Signed/Stamped by:	d. Revised Final Date:	e. Scale:
SITE PLAN (FIGURE 8 OF NOI) UNSTAMPED	HORSLEY WITTEN GROUP	N/A	7/24/2014	1" = 300'

B. Findings

1.Findings pursuant to the Massachusetts Wetlands Protection Act

APPENDIX - A

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:003-5231
eDEP Transaction #:697239
City/Town:BARNSTABLE

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. ☐ Public Water Supply	b. ☐ Land Containing Shellfish	c. ☑ Prevention of Pollution
d. ☐ Private Water Supply	e. ☐ Fisheries	f. ☑ Protection of Wildlife Habitat
g. ☐ Ground Water Supply	h. ☑ Storm Damage Prevention	i. ☑ Flood Control

2. Commission hereby finds the project, as proposed, is:

Approved subject to:

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

Denied because:

b. ☐ The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**

c. ☐ The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act , and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. ☑ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). 0 a. linear feet

Inland Resource Area Impacts: (For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. ☐ Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. ☐ Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. ☐ Land under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. ☐ Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet

APPENDIX - A

Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. ☐ Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. ☐ Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts:

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. ☐ Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. ☐ Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. ☐ Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. ☐ Coastal Beaches	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. ☐ Coastal Dunes	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
15. ☐ Coastal Banks	a. linear feet	b. linear feet		
16. ☐ Rocky Intertidal Shores	a. square feet	b. square feet		
17. ☐ Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. ☐ Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. ☐ Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet

APPENDIX - A

20. ☐ Fish Runs

Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above

_____ _____
c. c/y dredged d. c/y dredged

21. ☐ Land Subject to Coastal Storm Flowage

_____ _____
a. square feet b. square feet

22.

☐ Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

_____ _____
a. square feet of BVW b. square feet of Salt Marsh

23.

☐ Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

_____ _____
a. number of new stream crossings b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
   a. the work is a maintenance dredging project as provided for in the Act; or
   b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land,

APPENDIX - A

the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

10. A sign shall be displayed at the site not less then two square feet or more than three square feet in size bearing the words,
" Massachusetts Department of Environmental Protection"
[or 'MassDEP"]
File Number :"003-5231"
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) ☐ is not (2) ☑ subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;

a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.*. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater

Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.

g) The responsible party shall:
   1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
   2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
   3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.

l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:

APPENDIX - A

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☑ Yes ☐ No

2. The Conservation Commission hereby(check one that applies):

a. ☐ DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. ☑ APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw TOWN OF BARNSTABLE 2. Citation S. 237-1 - 237-14

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:
PAGES 7.1 AND 7.2

APPENDIX - A

SE3-5231

Name: Town of Barnstable Municipal Airport

Approved Plan = July 24, 2014 Site Plan (Figure 8), by Horsley Witten Group (unstamped)

Special Conditions of Approval

I. Preface

Caution: Failure to comply with all Conditions of this Order of Conditions may have serious consequences. The consequence may include: issuance of a Stop Work Order; fines; requirement to remove un-permitted structures; requirement to re-landscape to original condition; inability to obtain a Certificate of Compliance, and more.

The General Conditions of this Order begin on Page 5 and continue through Page 8. The Special Conditions contained herein and all Conditions require your compliance.

II. Prior to the start of work, the following conditions shall be satisfied:

1. Within one month of receipt of this Order of Conditions and prior to the commencement of any work approved herein, General Condition Number 9 (recording requirement) shall be complied with.
2. It is the responsibility of the applicant, the owner and/or successor(s) and the project contractors to ensure that all conditions of this Order are complied with. The applicant shall provide copies of the Order of Conditions and approved plans (and any approved revisions thereof) to project contractors prior to the start of work. Barnstable Conservation Commission Forms A and B shall be completed and returned to the Commission prior to the start of work.
3. General Condition Number 10 (sign requirement) shall be complied with.
4. The Conservation Commission shall receive written notice one (1) week in advance of the start of work.
5. Advance consultation with the Conservation Agent is required for optimal timing for the project to minimize pine borer infestation.

III. The following additional Conditions shall govern the project once work begins:

6. General Conditions, Numbers 14 and 15 (changes in plan) shall be complied with.
7. General Condition Number 18 (maintaining sediment controls) shall be complied with.
8. The work limit shown on the approved plan shall be strictly observed.

APPENDIX - A

9. There shall be no disturbance of the site, including cutting of vegetation, beyond the work limit. **This condition shall continue over time.**
10. The proposed work sequence (Page 9 of Project Narrative, as contained in the NOI) shall be followed.
11. Advance consultation with the Conservation Agent required on amount of woody material proposed to be left on site for habitat enhancement.
12. All proposed planting and seeding shall be carried out. Advance consultation with the Conservation Agent required for shrub species and densities.
13. Maintenance of proposed vegetative conditions may ensue over time.

IV. After all work is completed, the following condition must be promptly met:

14. At the completion of work, or by the expiration of this Order, the applicant shall request in writing a Certificate of Compliance for the work herein permitted. Barnstable Conservation Commission Form C shall be completed and returned, along with the request for a Certificate of Compliance and appropriate fee. Where a project has been completed in accordance with plans stamped by a registered professional engineer, architect, landscape architect or land surveyor, a written statement by such a professional shall be submitted, certifying substantial compliance with the plans, setting forth what deviation(s), if any, exists with the record plans approved in the Order. This statement shall accompany the request for a Certificate of Compliance and fee, along with an updated sequence of color photographs of the undisturbed buffer zone.

APPENDIX - A

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

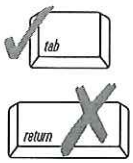
Provided by MassDEP:
SE3-5231
MassDEP File #

eDEP Transaction #

Barnstable
City/Town

E. Signatures

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



This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

OCT 28 2014
1. Date of Issuance

Please indicate the number of members who will sign this form.
This Order must be signed by a majority of the Conservation Commission.

5
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy must be mailed, hand delivered or filed electronically at the same time with the appropriate MassDEP Regional Office.

Signatures:

Louise R. Foster

Dennis R. Hersh

John E. Abodeely

☐ by hand delivery on

Date

☒ by certified mail, return receipt requested, on OCT 28 2014

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

APPENDIX - A

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:003-5231
eDEP Transaction #:697239
City/Town:BARNSTABLE

E. Signatures

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

10/28/2014
1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

5
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

LAURENCE MORIN

DENNIS R. HOULE

LOUISE R. FOSTER

JOHN E. ABODEELY

PETER SAMPOU

☐ by hand delivery on

☐ by certified mail, return receipt requested, on

Date

Date

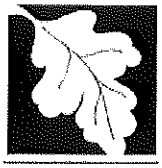
F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:003-5231
eDEP Transaction #:697239
City/Town:BARNSTABLE

G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

BARNSTABLE
Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

BARNSTABLE
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

480 BARNSTABLE ROAD, HYANNIS — Project Location

003-5231 — MassDEP File Number

Has been recorded at the Registry of Deeds of:

County | Book | Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book | Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Rev. 4/1/2010

APPENDIX - B

Commonwealth of Massachusetts

Division of Fisheries & Wildlife

MassWildlife

Wayne F. MacCallum, *Director*

October 24, 2014

Roland Breault
Barnstable Municipal Airport Commission
480 Barnstable Road
Hyannis MA 02601

Barnstable Conservation Commission
200 Main Street
Barnstable MA 02601

RE: Applicant: Roland Breault, Barnstable Municipal Airport Commission
Project Location: Barnstable Municipal Airport, 480 Barnstable Road
Project Description: Removal of Vegetation from Runway Visibility Zone
DEP Wetlands File No.: 003-5231
NHESP File No.: 09-26030

Dear Commissioners & Applicant:

The Natural Heritage & Endangered Species Program of the Massachusetts Division of Fisheries & Wildlife (the "Division") received a Notice of Intent with site plans (dated May 2012) in compliance with the rare wildlife species section of the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.59). The Division also received the MESA Review Checklist and supporting documentation for review pursuant to the MA Endangered Species Act Regulations (321 CMR 10.18).

WETLANDS PROTECTION ACT (WPA)

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not adversely affect** the actual Resource Area Habitat of state-protected rare wildlife species. Therefore, it is our opinion that this project meets the state-listed species performance standard for the issuance of an Order of Conditions.

Please note that this determination addresses only the matter of **rare** wildlife habitat and does not pertain to other wildlife habitat issues that may be pertinent to the proposed project.

MASSACHUSETTS ENDANGERED SPECIES ACT (MESA)

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not result in a prohibited "take"** of state-listed rare species. This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

APPENDIX - B

Please note that this determination addresses only the matter of state-listed species and their habitats. If you have any questions regarding this letter please contact Emily Holt, Endangered Species Review Assistant, at (508) 389-6385.

Sincerely,

Thomas W. French, Ph.D.
Assistant Director

cc: Amy Ball, Horsley Witten Group, Inc
MA DEP Southeast Region

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Bk 28791 Pg341 #15225
04-10-2015 @ 08:21a

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

CAPE COD
COMMISSION

MINOR MODIFICATION TYPE #1

Date:	March 25, 2015
To:	Barnstable Municipal Airport Commission c/o Roland Breault, Airport Manager 480 Barnstable Road Hyannis, MA 02601
Project Owner/ Applicant:	Town of Barnstable, Massachusetts acting by and through the Barnstable Municipal Airport Commission
Project Name & Site:	Barnstable Municipal Airport ("Airport") 480 Barnstable Road, Hyannis, MA 02601 CCC Project No. TR95006

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MODIFICATION OF DEVELOPMENT OF REGIONAL IMPACT DECISION

Summary

Pursuant to Section 13 of the Cape Cod Commission Enabling Regulations (Revised November 2014), the Development of Regional Impact (DRI) decision dated April 27, 1995 (as modified October 1996) ("DRI decision") is hereby further modified as a Minor Modification Type #1, subject to the terms and conditions set out herein, to allow *de minimus* changes to the Project relating to allowable activities within buffer zones to Upper Gate and Lewis Ponds in order to meet federal safety guidelines. The DRI decision was issued in principal part to allow the construction of the Airport's Rescue, Firefighting and Maintenance facility.

All findings and conditions attached to the original decision and subsequent modifications continue to apply except as modified herein.

Background/ Reason for Modification Request

The Federal Aviation Administration (FAA) requires the Airport to maintain runway line of sight standards for intersecting runways called a runway visibility zone (RVZ). The RVZ allows departing and arriving aircraft to verify the location and actions of other aircraft and vehicles on the ground that could create a conflict. FAA standards contained in its Advisory Circular 150/5300-13A require that any point five feet above the runway centerline in the RVZ must be mutually visible with any other point five feet above the centerline of the crossing runway in the RVZ. The RVZ is a three-dimensional area delineated in the horizontal direction by connecting the runways' line of sight points.

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Currently the Airport maintains that it is not in compliance with FAA RVZ requirements, as Runways 6-24 and 15-33 have lines of sight that do not meet these standards and contain visual obstructions north of the runways. In order to comply with FAA standards and create a safer operational area, the Applicant proposes to reduce the existing forested vegetation north of the intersecting runways in height within the RVZ through a combination of vegetation removal and tree-topping, given the varying topography of this area.

The proposed work involves vegetation removal and tree topping within the 100-foot and 200-foot buffer zones to Upper Gate Pond and Lewis Pond, but no grubbing or stumping. As vegetation removal or topping within this area is not allowed under Condition 11 of the DRI decision, the RVZ project requires a Modification to the existing DRI Decision in order to create and maintain compliance with line of sight standards in the RVZ.

Condition 11 of the DRI decision currently provides:

The Applicant shall maintain a natural, undisturbed buffer of at least 100 feet in width from the high water mark of the following ponds: Upper Gate Pond, Lewis Pond, Mary Dunn Pond, Lamson's Pond and the two unnamed small ponds near Lamson's and Mary Dunn Ponds shown on Sheet I of the abutting parcels (July 23, 1976/Folder 12-38/Book 308, pg. 76). No disturbance of the buffer area may occur, including but not limited to, tree and vegetative pruning, tree topping and any interference with the soil or subsurface layer. The Applicant shall maintain a natural buffer of at least 200 feet in width from the high water mark of these ponds, where the Applicant shall be restricted to topping of trees sufficient to provide a line of sight required for safety reasons connected to the Barnstable Airport equipment building. The 100 and 200-foot buffer areas shall be delineated on the final recorded site plan and attached to this decision.

The corresponding natural resources minimum performance standards (MPSs) from applicable Regional Policy Plan (RPP) (1991) under which the DRI was reviewed provide:

2.3.1.2 Natural, undisturbed buffer areas of at least 100' width shall be maintained from the edge of coastal and inland wetlands including isolated wetlands, to protect their natural functions including but not limited to mitigation of stormwater impacts and their wildlife habitat value. This policy shall not be construed to preclude pedestrian access paths, vista pruning, or construction and maintenance of water-dependent structures within the buffer area, any of which may be permitted at the discretion of permitting authorities where there is no feasible alternative to their location. The Commission and local Conservation Commissions shall require a larger buffer area where necessary to protect sensitive areas or where site conditions such as slopes or soils suggest that a larger buffer area is necessary to prevent any adverse impact to wetlands and associated wildlife habitat. Where a buffer area is already developed, this requirement may be modified by the permitting authority, provided it makes a finding that the proposed alteration will not increase adverse impacts on that specific portion of the buffer area or associated wetland.

2.3.1.3 Disturbance of wetlands and buffer areas for operation and maintenance of underground and overhead utility lines (electrical, communication, sewer, water, and gas lines) may occur. Installation of new utility lines through these areas may occur where the permitting authority finds that the proposed route is the best environmental alternative for locating such facilities. In all instances, disturbance of wetland and buffer areas shall be minimized and surface vegetation, topography and water flow shall be restored substantially to the original condition.

The Airport has provided evidence (1938 aerial photo) of historical land disturbance and development in the buffer zones to Upper Gate and Lewis Ponds, and has provided a copy of a 1993 Order of Conditions from the Barnstable Conservation Commission (Recorded in Barnstable Registry Book 8988 Page 142, File No. SE3-2701, issued prior to the 1995 DRI decision) allowing topping and vegetation removal activities within these buffer zones. This information was not reflected in the 1995 DRI decision.

The Barnstable Conservation Commission has recently issued an Order of Conditions on October 28, 2014 (DEP File #003-5231; Appendix A) approving the proposed work (the Applicant provided copies of this Order and the corresponding Notice of Intent to Commission Staff), and inasmuch as the project area is mapped as both Estimated Habitat of Rare Wildlife and Certified Vernal Pools and Priority Habitat of Rare Species under the Massachusetts Endangered Species Act (MESA), Massachusetts Natural Heritage and Endangered Species Program (NHESP) has issued a 'no take' letter, without conditions, regarding the proposed work on October 24, 2014, determining that the proposed RVZ project will not adversely affect habitat and will not result in a prohibited "take" of state-listed rare species.

Prior to commencement of any work, and as a condition of this Modification, the Airport proposes to develop and implement, after review, input and approval from Commission and town natural resources staff, work protocols and best management practices (bmp's) to mitigate resource area impacts associated with the proposed work.

Condition 11 currently requires an undisturbed buffer zone around Upper Gate and Lewis Ponds, but also recognizes that work in the buffer zone may be required to provide safe sight lines for runways. Additionally, the relevant MPSs cited above provide for work in restricted buffer zones in a few circumstances, both of which apply to the matter at hand; 1) for infrastructure work and for other ancillary purposes, with appropriate mitigation, if there is no feasible alternative location for such work, or 2) if there has been prior development in the buffer zone.

Modification to Decision

Based on the foregoing, the Decision is hereby modified by deleting Condition 11 in its entirety and substituting it with the following new Condition 11, which authorizes the Airport to undertake and maintain the proposed safety related work described herein:

The Airport shall maintain a natural, undisturbed buffer of at least 200 feet in width from the high water mark of the following ponds: Upper Gate Pond, Lewis Pond, Mary Dunn Pond, Lamson's Pond, and the two unnamed small ponds located near Lamson's and Mary Dunn Ponds, respectively, as shown on the plan recorded with the Barnstable Registry of Deeds in Plan Book 308, Page 76. No disturbance of or development within this buffer area may occur, including but not limited to, tree and vegetative pruning, tree topping and any interference with the soil or subsurface layer, except that the Airport may undertake and maintain vegetation removal and tree-topping around Upper Gate and Lewis Ponds to the minimum extent necessary to comply with Federal Aviation Administration safe line of sight and runway visibility requirements.

Such work or maintenance shall only be undertaken according to and consistent with work protocols and best management practices (bmps) implemented to address resource area impacts associated with such work and maintenance, and no such work or maintenance shall be commenced and undertaken unless and until the Airport has developed, with input from

Commission staff, and Commission staff has reviewed and approved, such protocols and bmps. Work protocols and bmps shall at a minimum be consistent with and include without limitation the general information and elements contained in Attachment A hereto, which elements shall be developed further in final form.

****

Signature page follows

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ISSUANCE OF MODIFICATION DECISION (MM#1)
Barnstable Municipal Airport
TR95006

Executed this 25th day of March 2015.

Signature

Patricia Daley, Deputy Director
Print Name and Title

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss March 25, 2015

Before me, the undersigned notary public, personally appeared Patricia Daley, in his/her capacity as Deputy Director of the Cape Cod Commission, whose name is signed on the preceding document, and such person acknowledged to me that he/she signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, or [✓] personal knowledge of the undersigned.

JONATHON D. IDMAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 15, 2019

Notary Public
My Commission Expires:

SEAL

ATTACHMENT A- MODIFICATION DECISION (MM#1)- March 2015
Barnstable Municipal Airport(TR95006)
Elements and Information to be included/ provided in Work Protocols & BMPs for Buffer Zones to Upper Gate and Lewis Ponds for Vegetation Removal, Tree Topping & Maintenance

- Incorporation of Barnstable Conservation Commission conditions from its October 2014 OOC (DEP File #003-5231; Appendix A)
- BMA authorizes Commission staff site visits to confirm that work is undertaken and maintained/ managed pursuant to such protocols and bmps
- Regular notice of and reporting to Commission of work, including maintenance activities
- No grubbing and stumping shall be allowed
- No pesticide or herbicide use shall be allowed
- Invasive species management provisions, including provisions to prohibit invasive species from being imported to the site from construction vehicles and materials
- Provide set elevation profile for tree-topping
- Establish the degree of necessary work based upon a set elevation profile, with limit of work area, erosion and sedimentation control measures, and identified tree topping and vegetation removal specified and depicted on a plan
    - It is envisioned that the resultant vegetation community will be predominantly a scrub shrub/sapling community based upon ground surface, i.e. work follows existing contours so long as vegetation does not exceed a height that results in obstructions within the RVZ. The Contractor and Environmental Monitor could establish existing topographic benchmarks to facilitate with monitoring.
- The limit-of-work (LOW) will be clearly staked out in the field prior to the commencement of activities
- An Environmental Monitor (EM) will oversee vegetation removal, tree removal and maintenance activities, and will conduct weekly inspections of the cleared areas. The EM will be on-call for the duration of the project. Cape Cod Commission staff shall approve designation of the EM
- A series of construction photographs will be taken to document conditions before and after the project.
- Timing for the cutting of pitch pine will occur in accordance with the Barnstable Conservation Commission's Vista Pruning Guidelines, which only allow, among other things, limbing of pitch pine between October 1 and March 31
- Erosion and sediment control measures shall be developed and installed prior to commencement of any activity in the vicinity of the two ponds and will remain in place and in good condition until final site stabilization of disturbed areas is complete with any necessary vegetation following the work.
- Tree removal equipment shall only enter the site following installation of erosion control materials
- Equipment and other machinery will be re-fueled outside of 200' buffer areas and wellhead protection areas.
- Rubber tired equipment will be used within more environmentally sensitive areas or those with soft soil, such as the 50-foot and 100-foot buffer zones to the ponds. Track machinery may be used outside of the 200 foot buffer area

- Staging areas will be established in 2 locations, one near Upper Gate Pond and the second near Lewis Pond. These areas will be located outside of the 200-foot buffer and on flat ground.
- In areas immediately adjacent to the ponds, trees will be hand cut with chainsaws and/or power winch or boom of an excavator/backhoe in segments to minimize ground disturbance and avoid debris falling within the ponds
- Debris/slash proposed to be removed to a staging area will be removed in a manner so as not to cause damage or detrimental impacts to resources within the 200 ft buffer area. Winching may be used so long as this method does not cause such damage or detrimental impacts.
- A portion of the downed trees may be left on-site to enhance the forest floor habitat. Occasional dead tree snags will be left in place for added habitat value, at the discretion of the EM and Cape Cod Commission staff.
- Remaining cleared vegetation will be removed from the property and legally disposed of.
- Areas that require revegetation will be replanted with other vegetation that mimics the native plant community found throughout the maintained areas of the Airport. The need for revegetation will be at the discretion of the EM and Cape Cod Commission staff
- Management and maintenance of the RVZ will be required over time, including mowing of cleared areas (in keeping with current Airport mowing schedules) and additional tree-topping and/or vegetation removal as new growth occurs. This is anticipated to occur every two to three years as needed. Annual monitoring of the RVZ area following its creation will inform the need and frequency of maintenance cutting within shrubby portions of the RVZ.
- Monitoring of the site and rate of grow-back will occur during every growing season for the first two years.
- Adoption of environmentally friendly ongoing maintenance and management activities to the greatest extent feasible.
- A summary of the general sequence of in-the-field vegetation removal and topping activities, including:
    - Survey RVZ and identify areas of vegetation that must be removed and elevation at which trees must be cut.
    - Stake LOW area
    - Install erosion and sediment control devices for protection of wetland resource areas.
    - Mobilize vegetation removal equipment to the RVZ.
    - Remove identified vegetation and top trees within the LOW area.Leave a portion of the downed trees/tree tops on site to provide for habitat enhancement that will support and maintain the existing rare species, at the discretion of the EM and Commission staff; process remaining vegetation with a wood-chipper (or similar) and remove chip debris from site, unless there is a plan to re-use the chip debris on-site, such plan at the discretion of and acceptable to the EM and Commission Staff .
    - Re-vegetate with native low growing shrubs or other revegetation as necessary
    - Remove erosion control devices once all bare areas are stabilized/ re-planted.

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register