

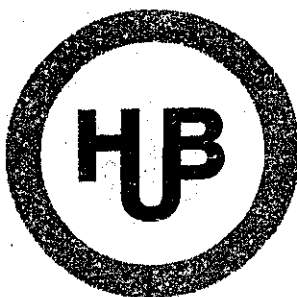


**ASBESTOS ABATEMENT
CONSENTINO SCHOOL
HAVERHILL, MA**

**PROJECT NO.:
CH-0810-H**

HUB TESTING LABORATORY, INC.

Environmental Testing Service



**95 Beaver Street - Waltham, MA 02453
(781) 893-8330 (781) 893-4414 (fax)**

NOTICE TO BIDDERS

- Scope of Work:** The Contractor shall furnish all labor, equipment, materials, and accessories necessary for removing the asbestos containing materials at the Consentino School, 685 Washington Street, Haverhill, MA. (Hereinafter referred to as "Consentino") in accordance with the requirements of the Commonwealth of Massachusetts and all Federal Regulations.
- Bid Pick-up:** The bid package will be provided by Hub Testing Laboratory, Inc., 95 Beaver Street, Waltham, MA at the walk-through at the Consentino School on Thursday, August 9, 2001.
- Pre-bid Inspection:** A Pre-bid Inspection will originate at 11:00 a.m. on Thursday, August 9, 2001 at the Main Lobby of the Consentino School, 685 Washington Street, Haverhill, MA.
- Bid Due Date:** Bids are for the Removal of Asbestos Contaminated ceilings and associated work of remediating the fungal contamination. The contractor's bid price includes the cost for removal of all asbestos containing materials specified in this project. Bids will be due on Tuesday, August 14, 2001 at 10:00 a.m. at Hub Testing Laboratory. The two page City of Haverhill, FORM FOR GENERAL BID may be faxed to 781 893 4414 to arrive before that time.
- Certification:** The Contractor must be licensed and certified in the State of Massachusetts as an Asbestos Abatement Contractor in accordance with 453 CMR 6.00 and must provide supporting documentation.
- Representative:** The City of Haverhill has designated the Hub Testing Laboratory, Inc. of 95 Beaver Street, Waltham, MA. 02453, as Owners Representative. As the Owner's Representative, Hub Testing Laboratory, Inc.; Tel: (781) 893-8330, Fax:(781) 893-4414 has the power to ascertain the progress of the project and to act for the owner in all phases of contract performance.
- Wages:** Prevailing wage rates are located within this section of the bid document. Under regulation, which is effective as of May 7, 1993, every contractor and subcontractor on Approved School Projects must submit weekly payroll records as a condition of receiving payment for their work. 603 CMR 38.03(2)(k) states "Every contractor and subcontractor working under the terms of any contract for construction on an approved school project shall file weekly payroll records with the awarding authority in the form described in M.G.L. c.149,s. 27B. The awarding authority shall withhold payment for any construction work performed on an approved school project for so long as the payroll records for the work performed are not filed with the awarding authority.
- Note:** The asbestos removal work is performed as a "controlled" asbestos abatement and shall conform to all State and Federal regulations.

CITY OF HAVERHILL, MASSACHUSETTS



PURCHASING DEPARTMENT
CITY HALL, ROOM 105
FOUR SUMMER STREET
HAVERHILL, MA 01830-5875
Tel. (978) 374-2309, Facsimile (978) 521-4348

FORM FOR GENERAL BID

Sealed Bid
Bid Due Date:

S.B. No.
Dept.
Req.

TO THE CITY OF HAVERHILL, MA (the Awarding Authority):

- A. The undersigned proposes to furnish all labor and material required for _____, in accordance with the accompanying contract Documents, plans and specifications, for the Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.
- B. This BID includes Addenda numbered _____.

C. The proposed CONTRACT PRICE is:

U.S. DOLLARS (\$ _____).

- D. This proposal does not require a bid bond to be included as part of the submittal.
- E. The undersigned agrees that, if he is selected as General Contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this bid and furnish a performance bond and also a labor bond and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each in the sum of one hundred percent (100%) of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price.
- F. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149.
- G. The undersigned further certifies under the penalties of perjury that this bid is in all respects *bona fide*, fair and made without collusion or fraud with any other person, The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Bidder/Company Name: _____

(Continued to Next Page)

- H. The undersigned further states that the above certifications that the bid is *bona fide* is also in consideration of the value of labor, using the rates as set forth in the schedule of wage rates included with the Bid Documents, and that wage reports will be tendered to the Awarding Authority as required under Massachusetts General Laws.
- I. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section twenty-nine F of chapter twenty-nine (M.G.L. ch. 29, §29F), or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Provide pricing to furnish any or all of the articles named below, F.O.B.-Destination, Haverhill, MA 01830, subject to City inspection and approval at place of delivery. The right is reserved to reject any or all bids, to omit any item or items called for, or to accept the proposal deemed best for the City. This quotation to be considered should be received by this office not later than **2 P.M. on FRIDAY: _____, 2001.**

Bills payable on the next to last Friday of each month for goods accepted and billed before the 20th of previous month. Send communications to City Purchasing Agent, Room 105, City Hall.
JONATHAN C. GOLDFIELD, Purchasing Agent

THIS IS NOT AN ORDER. The undersigned hereby agrees to furnish the City of Haverhill, in conformity with his bid, any or all of the articles at the prices affixed thereto. Instructions, General Requirements, Specifications, Terms and Conditions are attached and incorporated herein ("Bid Documents"). Articles of Agreement are attached for execution upon contemplated award.

Terms: _____ %
Credit Terms City Pay Day.

Bidder/Supplier Name: _____
(Complete name of firm)

Business
Address: _____

By (Signature and
Printed): _____

Tel./Fax. No.: _____

CITY OF HAVERHILL TERMS AND CONDITIONS

- 1.0 **Incorporation and Certifications.** This City of Haverhill ("The City") Terms and Conditions form is issued by the City Purchasing Department for use with all City solicitations (for purposes of this document, "solicitation" shall mean any Sealed Bid, Invitations for Quotation or Requests for Proposals or Information) and contracts. It is incorporated by reference into any Contract for Commodities and Services executed by the City and the Contractor unless superceded by law or City ordinance. Approval of a contract or other agreement will not be granted unless the certification clauses below are signed by the bidder or proposer ("bidder").
- 2.0 **Social Security or Federal Identification Numbers.** Social Security or Federal Identification Numbers will be furnished to the Massachusetts Department of Revenue to determine whether the bidder has met filing or tax obligations. Bidders who do not correct filings or arrearages and have not complied with reporting of employees and contractors, and withholding and remitting of child support (M.G.L. ch. 62C, §49A) will not be issued contracts, contract renewals or extensions pursuant to Massachusetts General Laws, chapter 62C, section 49A.
- 3.0 **Delivery and Performance.** All deliveries for goods or performance of services shall be made or completed within thirty (30) days from receipt of order unless otherwise specified in the solicitation. Suppliers may offer shorter delivery/performance schedules.
- 4.0 **Inquiries.** All inquiries regarding any specification or solicitation must be made to the City Purchasing Agent. Any challenges to specifications shall be made prior to the solicitation opening date if possible.
- 5.0 **Warranties and Guarantees.** All bidders must include with their bid or proposal copies of warranties and/or guarantees for each item and related major components. Such warranties or guarantees must be assignable to the City (the owner) by the bidder or it must make arrangements to allow such assignment. Warranties and Guarantees are part of the evaluation criteria. Bidders warrant and guarantee complete functionality in all respects of the product(s) offered including so-called "Year 2000" technology compliance.
- 6.0 **Nonrestricted Solicitation.** Any reference to a particular trademark, trade name, patent, design, type, specification, producer, supplier, or catalogue is not intended to restrict this solicitation to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.
- 7.0 **Informalities.** The City of Haverhill reserves the right to waive any informality or to accept or reject any and all bids, in whole or in part, considered by the Purchasing Agent to be in the best interest of the City.
- 8.0 **Funds Availability.** All contract awards are subject to and contingent upon fund availability.
- 9.0 **Indemnity.** Unless otherwise provided by law, the Contractor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.
- 10.0 **Termination of Contract.** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- 11.0 **Material Safety Data Sheets.** Pursuant to M.G.L. ch. 111F, sec. 8-10, any supplier who receives a contract resulting from this solicitation agrees to submit a MSDS for each toxic or hazardous substance or mixture containing such substance when deliveries are made.

CERTIFICATIONS

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

- (1) It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation: That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such contract; and shall comply with relevant prevailing wage rates and employment laws.
- (2) To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Haverhill, as required by law.
- (3) To the best of its knowledge and belief has filed all state tax returns and has complied with reporting of employees and contractors, and withholding and remitting of child support (M.G.L. ch. 62C, §49A) and paid all state taxes required by law.
- (4) Pursuant to M.G.L. ch. 30B, sec. 10, and ch. 30, §39M, this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal

BY: Corporate Officer (Type/Print)

Corporate Name

BY: Corporate Officer (Sign)

State of Incorp. _____

Social Security Number (Voluntary) or Federal Identification Number



Purchasing Department
City Hall, Room 105
Four Summer Street
Telephone: (978) 374-2309
Facsimile: (978) 521-4348

CITY OF HAVERHILL
MASSACHUSETTS 01830-5875

James A. Rurak
Mayor

Jonathan C. Goldfield
Purchasing Agent

**CITY OF HAVERHILL, MASSACHUSETTS
CERTIFICATIONS**

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

(1) It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation: That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such contract; and shall comply with relevant prevailing wage rates and employment laws.

(2) To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Haverhill, as required by law.

(3) To the best of its knowledge and belief has filed all state tax returns and paid all state taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (M.G.L. ch. 62C, §49A).

(4) Pursuant to M.G.L. ch. 30B, sec. 10 (or ch. 30, sec. 39M), this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal

BY: Corporate Officer (Type/Print)

Corporate Name (Full business name)

BY: Corporate Officer (Sign)

Social Security Number (Voluntary) or
Federal Identification Number

State of incorporation/City of Business
(D/B/A) Registration: _____



MINIMUM WAGE RATES



DIVISION OF OCCUPATIONAL SAFETY



Minimum Wage Rates

ARGEO PAUL CELLUCCI
Governor
JANE SWIFT
Lieutenant Governor

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

ANGELO BUONOPANE
Director
ROBERT J. PREZIOSO
Deputy Director

Awarding Authority: CITY OF HAVERHILL
Contract Number: _____ City/Town: HAVERHILL
Description Of Work: ISOLATED REPAIR NOT ASSOC. W/LGR. PROJECT (6 MOS)
Job Location: CITY WIDE - 3/16/01 - 9/16/01

RECEIVED

MAR 19 2001

PURCHASING DEPT.

Classification	Effective Dates and Total Rates							
AIRTRACK OPERATOR	12/01/2000	\$28.200	06/01/2001	\$28.650	12/01/2001	\$29.100	06/01/2002	\$29.650
	12/01/2002	\$30.200	06/01/2003	\$30.850	12/01/2003	\$31.500		
ASBESTOS REMOVER - LABORER	12/01/2000	\$29.450	06/01/2001	\$29.900	12/01/2001	\$30.350	06/01/2002	\$30.900
	12/01/2002	\$31.450	06/01/2003	\$32.100	12/01/2003	\$32.750		
ASBESTOS WORKER (PIPES & TANKS)	09/01/1999	\$24.650						
ASPHALT RAKER	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2000	\$39.400	06/01/2001	\$40.280	12/01/2001	\$41.160	06/01/2002	\$42.140
	12/01/2002	\$43.120						
BACKHOE/FRONT-END LOADER	12/01/2000	\$39.400	06/01/2001	\$40.280	12/01/2001	\$41.160	06/01/2002	\$42.140
	12/01/2002	\$43.120						
BARCO-TYPE JUMPING TAMPER	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
BLOCK PAVERS, RAMMERS & CURB SETTERS	12/01/2000	\$28.200	06/01/2001	\$28.650	12/01/2001	\$29.100	06/01/2002	\$29.650
	12/01/2002	\$30.200	06/01/2003	\$30.850	12/01/2003	\$31.500		
BOILERMAKER	10/01/1999	\$37.350						
BRICKLAYER/WATERPROOFER	02/01/2001	\$42.610	08/01/2001	\$43.610	02/01/2002	\$44.230		
BULDOZER/GRADER/SCRAPER	12/01/2000	\$39.210	06/01/2001	\$40.080	12/01/2001	\$40.960	06/01/2002	\$41.930
	12/01/2002	\$42.910						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/1999	\$30.050						
CAISSON & UNDERPINNING LABORER	12/01/1999	\$29.100						
CAISSON & UNDERPINNING TOP MAN	12/01/1999	\$29.100						
CARBIDE CORE DRILL OPER.	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
CARPENTER	10/01/2000	\$32.870	04/01/2001	\$33.520				
CEMENT MASON/FINISHER	03/01/2001	\$42.900						
CHAIN SAW OPER.	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
CLAM SHELLS/SLUURY BUCKETS/HEADING MACHINES	12/01/2000	\$40.400	06/01/2001	\$41.280	12/01/2001	\$42.160	06/01/2002	\$43.140
	12/01/2002	\$44.120						
COMPRESSOR OPERATOR/WELDER	12/01/2000	\$33.250	06/01/2001	\$33.940	12/01/2001	\$34.630	06/01/2002	\$35.390
	12/01/2002	\$36.160						
DELEADER	08/01/2000	\$24.720						
DIVER	08/01/1999	\$45.780						
DIVER TENDER	08/01/1999	\$35.920						
ELECTRICIAN	03/01/2001	\$45.000	09/01/2001	\$46.230	03/01/2002	\$47.470	09/01/2002	\$48.710
	03/01/2003	\$49.940						
ELEVATOR CONSTRUCTOR	04/16/1999	\$40.500						
ELEVATOR CONSTRUCTOR HELPER	04/16/1999	\$30.310						

This wage schedule shall be posted at the work site.

Failure of the employer to pay the minimum hourly wage rate on public works projects is a violation of M.G.L. c149. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 200 Portland St., Boston, MA 02114; Tel: (617) 727-3465.



ANGELO PAUL CELLUCCI
Governor
JANE SWIFT
Lieutenant Governor

DIVISION OF OCCUPATIONAL SAFETY

Minimum Wage Rates

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



ANGELO BUONOPANE
Director
ROBERT J. PREZZIOSO
Deputy Director

Awarding Authority: CITY OF HAVERHILL

Contract Number: City/Town: HAVERHILL

Description Of Work: ISOLATED REPAIR NOT ASSOC. W/LGR. PROJECT (6 MOS)

Job Location: CITY WIDE - 3/16/01 - 9/16/01

Classification	Effective Dates and Total Rates							
FENCE & GUARD RAIL ERECTOR	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	11/01/2000	\$37.550	05/01/2001	\$38.210	11/01/2001	\$39.050	05/01/2002	\$39.900
	11/01/2002	\$40.840	05/01/2003	\$41.780				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	11/01/2000	\$29.060	05/01/2001	\$29.480	11/01/2001	\$30.060	05/01/2002	\$30.630
	11/01/2002	\$31.280	05/01/2003	\$31.920				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	11/01/2000	\$38.510	05/01/2001	\$39.200	11/01/2001	\$40.080	05/01/2002	\$40.960
	11/01/2002	\$41.940	05/01/2003	\$42.920				
FIRE ALARM INSTALLER	03/01/2001	\$45.000	09/01/2001	\$46.230	03/01/2002	\$47.470	09/01/2002	\$48.710
	03/01/2003	\$49.940						
FIRE ALARM REPAIR / MAINTENANCE	03/01/2001	\$34.640	09/01/2001	\$35.630	03/01/2002	\$36.620	09/01/2002	\$37.630
FIREMAN (ASST. ENGINEER)	12/01/2000	\$36.050	06/01/2001	\$36.830	12/01/2001	\$37.610	06/01/2002	\$38.470
	12/01/2002	\$39.340						
FLAGGER & SIGNALER	06/01/2000	\$21.100						
FLOORCOVERER	10/01/2000	\$34.740	04/01/2001	\$35.430				
FORK LIFT/CHERRY PICKER	12/01/2000	\$39.400	06/01/2001	\$40.280	12/01/2001	\$41.160	06/01/2002	\$42.140
	12/01/2002	\$43.120						
FOUR & FIVE AXLE EQUIPMENT DRIVER	12/01/2000	\$30.600	06/01/2001	\$31.050	12/01/2001	\$31.700	06/01/2002	\$32.200
	12/01/2002	\$32.850	06/01/2003	\$33.350	12/01/2003	\$34.000		
GENERATOR/LIGHTING PLANT/HEATERS	12/01/2000	\$33.250	06/01/2001	\$33.940	12/01/2001	\$34.630	06/01/2002	\$35.390
	12/01/2002	\$36.160						
GLAZIER	01/01/2001	\$33.150	07/01/2001	\$33.830	01/01/2002	\$34.480		
HAZARDOUS WASTE LABORERS	12/01/2000	\$29.450	06/01/2001	\$29.900	12/01/2001	\$30.350	06/01/2002	\$30.900
	12/01/2002	\$31.450	06/01/2003	\$32.100	12/01/2003	\$32.750		
HOISTING ENGINEER/CRANES/GRADALLS	12/01/2000	\$39.400	06/01/2001	\$40.280	12/01/2001	\$41.160	06/01/2002	\$42.140
	12/01/2002	\$43.120						
HVAC (DUCTWORK)	02/01/2001	\$43.830						
HVAC (ELECTRICAL CONTROLS)	03/01/2001	\$45.000	09/01/2001	\$46.230	03/01/2002	\$47.470	09/01/2002	\$48.710
	03/01/2003	\$49.940						
HVAC (PIPE)	03/01/2001	\$37.820						
HVAC (TESTING AND BALANCING - AIR)	02/01/2001	\$43.830						
HVAC (TESTING AND BALANCING - WATER)	03/01/2001	\$37.820						
HYDRAULIC DRILLS	12/01/2000	\$28.200	06/01/2001	\$28.650	12/01/2001	\$29.100	06/01/2002	\$29.650
	12/01/2002	\$30.200	06/01/2003	\$30.850	12/01/2003	\$31.500		
INSULATOR (PIPES & TANKS)	09/01/2000	\$38.750	09/01/2001	\$40.780				
IRONWORKER	09/16/2000	\$34.840						
JACKHAMMER & PAVING BREAKER OPER.	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		

This wage schedule shall be posted at the work site.

Failure of the employer to pay the minimum hourly wage rate on public works projects is a violation of M.G.L. c149. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 200 Portland St., Boston, MA 02114; Tel: (617) 727-3465.



DIVISION OF OCCUPATIONAL SAFETY

Minimum Wage Rates

ARGEO PAUL CELLUCCI
Governor
JANE SWIFT
Lieutenant Governor

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



ANGELO RUONOPANE
Director
ROBERT J. PREZIOSO
Deputy Director

Awarding Authority: CITY OF HAVERHILL

Contract Number:

City/Town: HAVERHILL

Description Of Work: ISOLATED REPAIR NOT ASSOC. WLGR. PROJECT (6 MOS)

Job Location: CITY WIDE - 3/16/01 - 9/16/01

Table with columns: Classification, Effective Dates, and Total Rates. Lists various job classifications such as LABORER, CARPENTER TENDER, MASON TENDER, etc., with their respective wage rates and effective dates.

This wage schedule shall be posted at the work site.

Failure of the employer to pay the minimum hourly wage rate on public works projects is a violation of M.G.L. c149.
Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 200
Portland St., Boston, MA 02114; Tel: (617) 727-3465.

Revised: 03/16/2001

Rate Sheet: HAVERHILL

Page: 3



ANGELO PAUL CELLUCCI
Governor
JANE SWIFT
Lieutenant Governor

DIVISION OF OCCUPATIONAL SAFETY

Minimum Wage Rates

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



ANGELO BUONOPANE
Director
ROBERT J. PREZIOSO
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Awarding Authority: CITY OF HAVERHILL

Contract Number:

City/Town: HAVERHILL

Description Of Work: ISOLATED REPAIR NOT ASSOC. W/LGR. PROJECT (6 MOS)

Job Location: CITY WIDE - 3/16/01 - 9/16/01

Classification	Effective Dates and Total Rates							
PILE DRIVER	08/01/1999	\$35.920						
PIPELAYERS	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
PLASTERER	03/01/2001	\$42.900						
PLUMBER & PIPEFITTER	03/01/2001	\$37.820						
PNEUMATIC DRILL OR TOOL OPERATOR	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
POWDERMEN & BLASTERS	12/01/2000	\$28.450	06/01/2001	\$28.900	12/01/2001	\$29.350	06/01/2002	\$29.900
	12/01/2002	\$30.450	06/01/2003	\$31.100	12/01/2003	\$31.750		
POWER SHOVEL/DECK/CK/TRENCHING MACHINE	12/01/2000	\$39.400	06/01/2001	\$40.280	12/01/2001	\$41.160	06/01/2002	\$42.140
	12/01/2002	\$43.120						
PUMP OPERATOR (CONCRETE)	12/01/2000	\$39.400	06/01/2001	\$40.820	12/01/2001	\$41.160	06/01/2002	\$42.140
	12/01/2002	\$43.120						
PUMP OPERATOR (DEWATERING, OTHER)	12/01/2000	\$33.250	06/01/2001	\$33.940	12/01/2001	\$34.630	06/01/2002	\$35.390
	12/01/2002	\$36.160						
READY-MIX CONCRETE DRIVER	11/01/1997	\$25.370						
RESIDENTIAL WOOD FRAME CARPENTER **	10/01/2000	\$23.470						
RIDE-ON MOTORIZED BUGGY OPER.	12/01/2000	\$27.700	06/01/2001	\$28.150	12/01/2001	\$28.600	06/01/2002	\$29.150
	12/01/2002	\$29.700	06/01/2003	\$30.350	12/01/2003	\$31.000		
ROLLER/SPREADER/MULCHING MACHINE	12/01/2000	\$39.210	06/01/2001	\$40.080	12/01/2001	\$40.960	06/01/2002	\$41.930
	12/01/2002	\$42.910						
ROOFER / WATERPROOFER / DAMPROOFER	02/01/2001	\$35.110						
SHEETMETAL WORKER	02/01/2001	\$43.830						
SLATE / TILE / PRECAST CONCRETE ROOFER	02/01/2001	\$35.360						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2000	\$30.700	06/01/2001	\$31.150	12/01/2001	\$31.800	06/01/2002	\$32.300
	12/01/2002	\$32.950	06/01/2003	\$33.450	12/01/2003	\$34.100		
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2000	\$30.990	06/01/2001	\$31.440	12/01/2001	\$32.090	06/01/2002	\$32.590
	12/01/2002	\$33.240	06/01/2003	\$33.740	12/01/2003	\$34.390		
SPRINKLER FITTER	01/01/2000	\$40.150						
SWEEPER (NON-CONSTRUCTION)	07/01/1996	\$21.280						
TELECOMMUNICATION TECHNICIAN	03/01/2001	\$34.640	09/01/2001	\$35.630	03/01/2002	\$36.620	09/01/2002	\$37.650
TERRAZZO FINISHERS	01/01/2001	\$40.980	07/01/2001	\$41.550	01/01/2002	\$42.550	07/01/2002	\$43.180
TEST BORING DRILLER	12/01/1999	\$30.500						
TEST BORING DRILLER HELPER	12/01/1999	\$29.220						
TEST BORING LABORER	12/01/1999	\$29.100						
THREE-AXLE EQUIPMENT DRIVER	12/01/2000	\$30.480	06/01/2001	\$30.930	12/01/2001	\$31.580	06/01/2002	\$32.080
	12/01/2002	\$32.730	06/01/2003	\$33.230	12/01/2003	\$33.880		
TRACTORS/PORABLE STEAM GENERATORS	12/01/2000	\$39.210	06/01/2001	\$40.080	12/01/2001	\$40.960	06/01/2002	\$41.930
	12/01/2002	\$42.910						

This wage schedule shall be posted at the work site.

Failure of the employer to pay the minimum hourly wage rate on public works projects is a violation of M.G.L. c149. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 200 Portland St., Boston, MA 02114; Tel: (617) 727-3465.



ARGENT PAUL CELLUCCI
Governor

JANF. SWIFT
Lieutenant Governor

DEPARTMENT OF
DIVISION OF OCCUPATIONAL SAFETY

Minimum Wage Rates

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



ANGELO BUONOPANE
Director

ROBERT J. PREZIOSO
Deputy Director

Awarding Authority: CITY OF HAVERHILL

Contract Number:

City/Town: HAVERHILL

Description Of Work: ISOLATED REPAIR NOT ASSOC. W/LGR. PROJECT (6 MOS)

Job Location: CITY WIDE - 3/16/01 - 9/16/01

Classification	Effective Dates and Total Rates							
	12/01/2000	06/01/2001	12/01/2001	06/01/2002	12/01/2002	06/01/2003	12/01/2003	06/01/2004
TRAILERS FOR EARTH MOVING EQUIPMENT	\$31.280	\$31.730	\$32.430	\$32.880				
TREE TRIMMER	\$33.530	\$34.030	\$34.680					
TREE TRIMMER GROUNDMAN	\$14.760	\$15.140	\$15.540					
TUNNEL WORK (COMP. AIR HAZ. WASTE)	\$13.240	\$13.580	\$13.930					
TUNNEL WORK (COMPRESSED AIR)	\$40.780							
TUNNEL WORK (FREE AIR HAZ. WASTE)	\$38.780							
TUNNEL WORK (FREE AIR)	\$32.850							
TWO-AXLE EQUIPMENT DRIVER	\$30.850	\$30.860	\$31.510	\$32.010				
VAC-HAUL	\$30.410	\$30.860	\$33.160	\$33.810				
WAGON DRILL OPERATOR	\$32.660	\$33.160	\$33.810	\$34.500				
WASTE WATER PUMP OPERATOR	\$30.700	\$31.150	\$31.800	\$32.500				
	\$32.950	\$33.450	\$34.100					
	\$27.700	\$28.150	\$28.600	\$29.150				
	\$29.700	\$30.350	\$31.000					
	\$39.400	\$40.280	\$41.160	\$42.140				
	\$43.120							

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories

This wage schedule shall be posted at the work site.
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Portland St., Boston, MA 02114; Tel: (617) 727-3465.

Revised: 03/16/2001

Rate Sheet: HAVERHILL

SECTION 02082

ASBESTOS ABATEMENT

PART 1 - GENERAL

INDEX

PART 1 - PROJECT

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- 1.02 SCOPE
- 1.03 SUMMARY OF TASKS
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PART 2 - PRODUCTS

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- 3.02 UTILITIES
- 3.03 ASBESTOS REMOVAL
- 3.04 REMOVAL PRACTICES

PART 1 - PROJECT

1.01 SUMMARY OF WORK

- A. The Contractor shall provide service, labor, materials, equipment, insurance and supervision for the proper removal of asbestos containing materials and decontamination in the Consentino School building.
1. All work shall be performed in accordance with all OSHA, EPA, DEP, NESHAP, NIOSH, DLWD and any local regulations governing the removal of asbestos containing materials.
 2. Final aggressive clearance sampling will be performed using the AHERA NIOSH 7402 Method (transmission electron microscopy protocol (Z Test)) and the NIOSH 7400 Method when applicable.
 3. The Contractor is responsible for protection of any non-ACM materials and coverings within a work area from contamination unless designated otherwise for removal and disposal.
 4. It is the contractors responsibility to fully clean all surfaces in each and every work area and then apply an encapsulant as a "Bridging" agent to all abated surfaces after the application of the biocide.
 5. The Contractor shall be required to apply a spay application of a two stage surface cleaning solution followed by a bacteriostatic agent. The City will provide the two materials.
 6. The inside layer of poly applied to the walls shall be left in place for approximately one week after abatement to effectively de-humidify the rooms being abated.
- B. This Contract is being performed as a major demolition. All work shall be performed in close coordination with the Town Representative and the School Department.
- C. All Asbestos Abatement work must be notified to Regulatory Agencies and scheduled in advance of the start up date. Delays by the Asbestos Abatement Contractor will have significant impact on the school schedule.
- D. This Contractor shall furnish and erect all staging where required to properly

- D. This Contractor shall furnish and erect all staging where required to properly remove asbestos and perform the work outlined in this Section.

1.02 SCOPE

- Step I. Removal of asbestos contaminated ceiling system and hardware located in specific rooms in the existing school.
- Step II. Apply the biocide supplied by the City.
- Apply final encapsulation of asbestos bridging material to all surfaces.
- Step III. Leave in-place the inner lay of polyethylene wall covering for approximately one week.
- Remove polyethylene sheeting and perform final de-mobilization.

1.03 SUMMARY OF TASKS

- A. This section covers the furnishing of all labor, materials, facilities, equipment services, employee training and testing, permits and agreements necessary to perform the work required for asbestos removal in accordance with these specifications, EPA, OSHA, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable.
- B. Description of Work:
Perform the work and provide the services as follows:
1. Pre-abatement inspection.
 2. Work area preparation.
 3. Trained workers with respiratory protection and medical examination.
 4. Packing material, packaging, labeling, transporting and disposal of contaminated material, including waste shipment record.
 5. Decontamination of work area for final inspection and testing.
 6. Provide access, support and protection to all authorized visitors and inspectors.

contaminated area.

- D. Minimum protection: At a minimum, until exposure levels are established on a regular basis during air monitoring, use of half-mask air purifying respirators is required for all preparation work, and the use of powered air purifying respirators is required for all asbestos removal work.

- E. Testing: Half and/or full face respirators can only be used by personnel who have passed a quantitative or qualitative fit test. Copies of these test results are to be provided by the Contractor to the Owner-retained IH for the Owner's records.

1.04 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. Provide to all workers, foreman, superintendents and authorized visitors and inspectors disposable clothing consisting of full bodied coveralls, head covers, gloves and 18 inch high boot type covers or reusable footwear.
- B. Provide eye protection and hard hats as required by job conditions and safety regulations.
- C. Reusable footwear, hard hats and eye protection devices shall be left in the "Contaminated Equipment Room" until the end of the asbestos abatement work.
- D. All disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the workspace to the shower.

1.05 ENCLOSURES AND SHOWERS

- A. For each abatement area provide decontamination facilities located in an area agreed upon with the Owner's Representative and Retained I.H. The decontamination facility shall include a decontamination facility for workers and visitors and an waste load out decontamination facility for loading of asbestos into trucks for transportation to the landfill and the decontamination of equipment.
- B. The facility for workers and visitors shall consist of three rooms that serve as three air locks as follows: Clean room at entrance followed by Shower room followed by Equipment room leading into the work area.

2.01 EQUIPMENT:

All vacuum equipment utilized in the work area shall be equipped with HEPA filtration systems.

Water Sprayer: The water sprayer shall be an airless or low pressure sprayer for amended water applications.

Encapsulants: The encapsulating agents shall be penetrating sealant mixed and applied in accordance with manufacturer's instructions and shall meet the following criteria:

1. Selection: Effective performance previously demonstrated by an independent testing laboratory.
2. Testing: High flame retardant characteristics and low toxic fume and smoke rating.
 - A. Compatibility with all insulating material and plaster likely to be applied to the stripped surface.
 - B. Demonstrably capable of adhering to substrate surfaces.

Surfactant (Amended Water): All water used for wet wiping of asbestos-contaminated material during cleanup operations shall be amended through the addition of a surfactant mixed and applied in accordance with manufacturer's instruction.

Asbestos disposal bags: Disposal bags shall be six mil thick, polyethylene, and OSHA labeled.

Mastic Solvent, Spray Poly, Spray Adhesives: Non-toxic and shall not produce noxious fumes during and after application.

Polyethylene Sheeting: Shall be 4 and 6 mil. thickness as required by OSHA and the Massachusetts Department of Labor and Industries.

PART 3 - EXECUTION

3.01 PRE-ASBESTOS ABATEMENT PREPARATIONS

A. Prior to any abatement work in the area:

1. Seal off the entire area to any one other than trained personnel and authorized visitors.
2. Erect signs around the area in accordance with EPA, OSHA and this specification. Unauthorized entry during abatement process shall be provided by twenty four hour security. Maintain a log of all people entering and exiting the work place.

B. Isolation of the work area:

1. Seal all walls with two layers of four mil plastic sheet and the floor with two layers of six mil plastic sheet.
2. Seal off all duct openings, doors, windows, fan coil units, radiators, etc. with two layers of six mil plastic sheet.
 - A. Above 8 feet; support plastic sheeting by means of a wood (2"x4") frame where span is greater than 2 feet wide.
 - B. Below eight (8) feet the use of plywood sheets, or equivalent, is required to create a permanent critical barrier throughout the duration of work.
 - C. When a ceiling is to be removed, extend the polyethylene plastic sheeting all the way to the underfloor. Ensure that barriers are effectively sealed and taped.
 - D. Repair damaged barriers and remedy defects immediately and visually inspect enclosure prior to each work day.
 - E. Use smoke methods to test effectiveness of barriers.

C. Moveable and permanent items:

1. Disassemble all moveable items from the work area such as lights grills,

registers, etc.

2. Thoroughly decontaminate through wet cleaning and or HEPA vacuum all furniture such as desks, chairs, file cabinets and like items will be relocated by The School Dept. before asbestos removal starts. Store the decontaminated removables in a clean storage room furnished by the Owner until the completion of the abatement work.
- D. Secure the approval of the Owner Retained Industrial Hygienist prior to the start of work for the following:
1. Enclosure, critical barriers, shower, personnel protection and decontamination procedures, and exposure control systems.
 2. Notification and permits, standard operating procedures, personnel training and testing.
 3. Proper decontamination and storage of moveable items.
 4. Security for the work area and equipment for intra-room communications.
- E. Utilities: Ventilation ducts and fans shall be shut down and locked out of service to prevent asbestos dust/fibers from being drawn into the system and spreading contamination throughout the building.
1. If a system is critical and may not be shut down according to the Owner Representative, then the Contractor must seal all equipment and ductwork under negative pressure by using tape, and plastic to insure that there will be no leakage into the ventilation system.

3.02 UTILITIES

- A. Provide all necessary connections for temporary utilities in the workplace during abatement work. Preserve the operating condition of all active ducts, piping and utilities. If any of the above will be disturbed, notify the Owner Representative immediately and undertake remedial action as required. Shut down and disconnect all electric power to the work area if required, so that there is no possibility of reactivation and electrical shock during the entire abatement process. The temporary electrical power shall be in accordance for OSHA and Electric Code for Wet Environments.

- B. After all asbestos removal has been completed, remove all heating, ventilating and air conditioning system filters and dispose of as asbestos waste. Replace all air filters with a set of new filters at the end of the decontamination work, and only after all asbestos removal and clearance air sampling has been completed, and the Owner Representative I.H. approval for tear down has been given.

3.03 ASBESTOS REMOVAL

A. Method of Removal - Major Abatement

1. Post Asbestos Warning Signs in all areas of removal.
2. Construct plastic enclosures according to Asbestos Abatement Specifications and 453 CMR 6.14. Designate emergency exits.
3. Set up removal zones, under 0.02 inches of water negative pressure, as indicated in Section 1.21(A) and (B).

The removal zone should consist of:

- A. equipment area
 - B. showers
 - C. airlocks
 - D. clean room
 - E. see section 3.01 and 3.02 of Asbestos Abatement Specifications
4. Cover all electrical panels, Junction boxes, Fire alarm equipment, controls, etc. in removal area. Cover and seal with plastic and tape.
 5. Remove all moveable items from area. Cover all non moveable items and equipment with plastic sheeting taped securely for seal.
 6. Remove all HVAC system filters after asbestos removal is completed and treat as contaminated material. At end of job provide and install new filters. Seal all HVAC openings into areas using 2 layers of 6 mil. plastic, i.e. critical barriers.
 7. Barrier all windows, doors, pipe sleeves, access panels, etc. not being used for entry and exit. Attach asbestos warning signs. Use plywood or equivalent, as necessary to meet critical barrier requirements.
 8. After all preparations have been made, approval for removal will be given by the Owner obtained Industrial Hygienist/IH firm. Approval is required

prior to the commencement of work within the work area containment.

9. The Contractor shall remove asbestos completely using appropriate tools, i.e., nylon brushes, scrapers, as necessary so that no visible residue remains. Complete removal by wiping down with amended water. All asbestos is to be kept sufficiently wetted with amended water throughout the removal process; no dry removal is permitted.
10. Encapsulant is to be applied to all cleaned pipe surfaces following the removal of asbestos.
11. Bag material, pack and seal for disposal according to Specifications. Bagged materials must be sufficiently wetted.
12. See section 3.06, 3.07-3.08 of the Asbestos Removal Specification for clean-up procedures and final clearance monitoring.
13. After approval from the Owner obtained Industrial Hygienist/IH firm remove plastic, barricades, equipment, showers, etc.

3.04 REMOVAL PRACTICES

- A. Amended water: Except for specific omittance, spray all asbestos that is to be removed with water containing a wetting agent.
 1. The wetting agent shall be 50 percent polyoxethylene ether and 50 percent polyoxethylene ester, or the equivalent mixed one ounce to five gallons of water.
 2. Apply a low pressure fine spray of the amended water to minimize fiber release. Saturate the material sufficiently through the removal process to eliminate fiber release from dry asbestos.
- B. Packing waste: Immediately following removal, the wetted asbestos shall be packed into labeled six mil plastic bags to prevent the material from accumulating and/or drying out.
 1. Additional wetting agent shall be added to the bag prior to sealing.
 2. The first bag will then be wiped of visual debris and placed into another labeled bag or drum prior to loading into the transportation container.

3. Loose debris shall be picked up by use of a HEPA filtered vacuum cleaner.

- F. All plastic, tapes, cleaning materials and cloth utilized in the work area shall be treated as asbestos waste material.
- G. All surfaces from which asbestos containing material is removed are to be nylon brushed and wet wiped with amended water and left clean and free of all visible debris. All such surfaces are then to be sprayed with an encapsulant at the completion of a successful final visual inspection by the I.H.

SECTION 02643

MICROBIAL REMEDIATION

- A.
1. A complete investigation of the building must be performed in order to determine the source of the contamination. In many cases, there is more than one, therefore, building owners and personnel will need assistance in finding these sources.
 2. Odor, visible growth and occupant complaints are all primary considerations for intense investigations.
 3. Surface testing will be performed by the Hub Testing Laboratory to identify areas for treatment.
 4. All safety regulations must be followed throughout the procedure (See MSDS).
 5. An Advanced System Cleaner is designed for porous building materials that hold microbial contamination. All surfaces must be tested in non-conspicuous areas for color fastness and material stability.

B. MATERIAL

The Advanced System Cleaner is a Polyoxethylene Fatty Acid Esters Formula $\text{RCOO}(\text{CH}_2, \text{CH}_2\text{O})_n\text{H}$.

One such system is a two-stage process that utilizes a cleaning product, such as the Anabec Advanced Surface prep Cleaning solution (or equal) followed by a bacteriostatic agent such as the Aegis Microbe Shield tm.

- B.1 It is imperative that soil contamination first be dislodged from all environmental surfaces. Effectively cleaning and treating building surfaces is a difficult job. It takes a careful and comprehensive program to insure success and long lasting results.

The proper use of the Cleaner will allow the bacteriostatic agent to have effective results.

APPLICATION PROCEDURES

Plenums

C.

1. All plenums are the major holder of microbial contamination, therefore, special attention must be paid to these areas.
2. Plenums should be fogged with appropriate industrial fogger (B&G, Lafferty Model 354). The fogger should put out appropriated particle size to dampen the insulation material and not soak it.
3. The fogger must be rotated 360 degrees and have a minimum of a 25ft throw. All areas of the plenum must be damp and have an appropriated overlap.
4. All walls of the plenum, joists, insulation and fireproofing must also be fogged.
5. Air movement must be maintained at all times in any plenum. Fans can be placed at intervals to insure even coverage of Advanced Systems Cleaner and accelerate drying process.

Average coverage of a ceiling plenum is 800 sq. ft. per gallon

INSULATION

D.

Insulation can also hold contamination. The Advanced System Cleaner will be used to decontaminate insulation in the building.

1. Fogging must be done on insulation. Great care must be taken no to saturate the insulation surface. The Cleaner product will penetrate the fibers sufficiently to remove the contamination.
2. Drying time is also important. Allow one (1) day to dry before any vapor barrier is installed.
3. Square footage on insulation with fogger: 1000-1200 per square foot. (Thickness of insulation will determine square footage also)

HARD SURFACES

E.

All hard surfaces can be treated with the Cleaner. Any surface that is treated should be tested for color fastness first. In all cases, a wipe down with a clean cloth will be needed.

1. A fogger, airless sprayer, or hand wiping method can be used on hard surfaces.
2. Fans should be used for drying while doing hard surfaces.
3. When using fogger or airless sprayer, take all precautions for overspray on hard surfaces. Hard surfaces shall be treated to prevent drippage, puddling and/or staining.
4. Average coverage on hard surface with air less-1200-1500 per sq. ft., Fogger-1500-1900 per sq. ft. Hand wipe 500-800 per sq. ft.

F.

DELIVERY AND STORAGE

- A. Deliver materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:
 1. Name or title of material
 2. Manufacturer's stock number and date of manufacture
 3. Manufacturer's name
 4. Thinning instructions
 5. Application instructions
- B. Deliver materials together with a copy of the OSHA Material Safety Data Sheet for the material. MSDS shall be received and reviewed prior to approval of materials to be used.