



City of Somerville: Owner-Contractor Public Construction Agreement

AGREEMENT NAME: **Somerville Junction Park Construction**

This Agreement numbered **230329**, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Procurement Department ("City", "Owner", "School", or "Awarding Authority") and the Contractor, defined as follows, ("Contractor", "General Contractor", or "Vendor"):

Project Information

Project Name:	Somerville Junction Park Construction	Project Address:	114 Central St., Somerville, MA
Project Description:	Construction services for a 1.43 acre passive park renovation project that includes the Green Line Community Path Extension shared use path. The new park will include new trees, pollinator plants, lawn, seating areas, and plaza area.		
Contractor Name:	UEL Contractors, Inc.		
Contractor Address:	65 Parker St., Clinton, MA 01510		
Contractor Contact Name, Email, & Tel./Fax #:	Pamela D. Dobeck (978) 345-2740	pam.dobeck@uelcontractors.com ; heather.mcnamara@uelcontractors.com ; don.dobeck@uelcontractors.com ; matt.otoole@uelcontractors.com ; steve.henault@uelcontractors.com	
Contract Sum:	\$2,683,000.00	Liquidated Damages (per calendar day):	\$250.00 / day
Purchase Order #:	20238240	Funding Source:	Federal (ARPA)
Wage Requirements:	The Contractor shall pay wages at no less than the wage rates set forth in Appendix C, incorporated as part of this Agreement: namely, The higher of Federal Davis Bacon Wages and State Prevailing Wages		
Contract Period:	5/22/2023 through 12/22/2024		
Dates of Substantial and Final Completion:	Date of Substantial Completion:		6/15/2024
	Date of Final Completion:		11/1/2024
This contract is a:	Invitation for Bids under MGL c. 30, § 39M (IFB #23-49) Chapter 149 and Chapter 30 contain interrelated provisions. When a provision applies only to Chapter 149 s. 44A contracts or only to Chapter 30, s. 39M contracts, it is so noted herein. Otherwise, any section of Chapter 30 or Chapter 149 cited in this contract shall be deemed to apply to both types of contracts.)		
Contracting Department:	OSPCD-Public Space & Urban Forestry	Project Manager:	Cortney Kirk
Design Professional: (The Architects, Landscape Architects, and Engineers, is described herein as the "Design Professional".)	Firm Name:	Crowley Cottrell, LLC	
	Designer Name:	Leah Broder	
	Address:	171 Milk Street, Floor 2, Boston, MA 02109	
	Email Address:	leah@crowleycottrell.com	
	Tel. #:	NA	Designer Type:
Contractor Certifications:	<p>The Contractor hereby certifies under oath as follows: Contractor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Contractor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Contractor, the Contractor is responsible for penalties.</p> <p style="text-align: center;">04-3139330</p> <p>That the Contractor is a duly organized and validly existing Corporation / General Partnership / Limited Partnership / Trust / Sole Proprietorship / or other _____ and is qualified to do business and is in good standing in the Commonwealth of Massachusetts</p> <p>This Agreement has been duly executed and delivered on behalf of the Contractor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.</p>		

Section 1: CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; the General Conditions; the Supplemental Conditions (if they apply); Federally Required Conditions for Construction Contracts; the Notice of Award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the Contractor's Bid and all accompanying documents; Addenda issued prior to execution of this Contract; Modifications agreed to in writing after the execution of this Contract; and, the Design Professional's written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the Design Professional in preparing the Contract Documents are not Contract Documents. The following Appendices are hereby incorporated by reference as part of this Agreement.

Appendix Location	Appendix Description	X if Applicable; If No X Not Applicable
Appendix A	Scope of Work – Includes Plans, Technical Specifications, and Addenda Issued During the Bid Process (Incorporated by reference)	X
Appendix B	Contractor's Bid Price; Form for General Bid	X
Appendix C	Certificate of Authority	X
	Insurance Requirements and Contractor's Insurance Certificate(s)	X
	Procurement Documentation (Advertisement, Central Register, Non-Collusion and Tax Compliance, etc.)	X
	Somerville Living Wage Form (over \$10,000)	X
	Certificate of Good Standing (over \$50,000)	X
	Statement of Management (over \$100,000.00)	X
	Byrd Anti-Lobbying Disclosure and Certification (over \$100,000.00)	X
	OSHA Certification	X
	Somerville Vulnerable Road Users Ordinance	X
	Somerville Wage Theft Ordinance Certificate	X
	Responsible Employer Ordinance Acknowledgement (vertical construction contracts under MGL c. 149 and over \$100,000)	
	Federal Requirements: Form 1040 (if applicable); Section 3, Preference in Hiring (over \$100,000; if applicable)	X
	Wage Rates and Certification Forms (Davis/Bacon and/or Prevailing) (federally funded over \$2,000; state or local funded over \$0)	X
	Payment Bond (over \$25,000)	50% of Contract Value
Performance Bond (over \$150,000)		
Appendix D	General Conditions	X
	Supplemental Conditions	
	Federally Required Conditions for Construction Contracts	X

Section 2: THE WORK

The Contractor shall execute all work described in the Contract Documents, except to the extent that such work is specifically indicated in the Contract Documents to be the responsibility of others. In accordance with Chapter 30, section 39I of the General Laws, the contractor shall perform all of work in conformity with the plans and specifications included herein as Appendix A. No willful or substantial deviation from such plans and specifications shall be made unless authorized in writing by the Commissioner of Public Works, which authorization shall be confirmed by written change order within thirty days.

Section 3: PROJECT DATES**(a) Contract Period:**

The Contract shall begin on the first date of the Contract Period as stated on the first page of this contract.

(b) Progress Schedule:

The Contractor shall submit a Progress Schedule along with a draw down schedule, which shall be subject to the approval of the City, no later than 10 days after contract execution and shall adhere to the Progress Schedule throughout execution of the Work.

(c) Date of Commencement of Work:

The Date of Commencement of the Work shall be stipulated by a written Notice to Proceed given by the City to the Contractor.

(d) Substantial Completion/Final Completion:

The Contractor shall achieve Substantial Completion of the Work on or before the Date of Substantial Completion as stated on first page of this Agreement, time being of the essence. Substantial Completion means that the Work has been completed and the site or the facility is opened for full and intended public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The Design Professional shall decide what constitutes "minor," "incomplete," "unsatisfactory," and "materially" and the Design Professional's decision shall be final. The Date of Final Completion of the Work shall be the Date of Final Completion as stated on first page this Agreement.

(e) Liquidated Damages. The Contractor and the Contractor's surety shall be liable for and shall pay the City the sum, per calendar day, as stated on the first page of the Agreement, as Liquidated Damages, for each calendar day of delay until the work is substantially completed or, in the case of the portion of the work, for each calendar day of delay until the portion of the work is substantially completed.

Section 4. CONTRACT SUM

The contract sum shall be as stated on the first page of this Agreement. The contract sum may be increased or decreased by change order, as quantities which have been estimated in the bid documents become known, or as other additions or deletions to the work are made, or if the work is interrupted or suspended by the City, all as set forth here in.

Section 5. PREVAILING WAGE REQUIREMENTS

(a) The Contractor shall pay wages at no less than the wage rates as stated on the first page of this Agreement and as set forth in Appendix C, incorporated as part of this Agreement.

Notwithstanding anything to the contrary in Articles of the General Conditions included herein, the City may, in its sole discretion withhold payment from the General Contractor with respect to a given application for payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. Payment by the City on one or more occasions in the absence of the General Contractor's compliance with this section shall not constitute a waiver of the City's right to withhold payment for noncompliance on other occasions.

If a labor classification is not listed, the Contractor shall notify the City and request instructions. In addition, the Contractor shall:

(1) pay wages at least once a week; and
 (2) The General Contractor shall submit payroll information on a weekly basis in a format approved by City (form attached), numbered in numerical sequence and signed by the Contractor (including forms for weeks when the Contractor is not on the site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work). The General Contractor shall submit these forms to the Project Manager noted on the cover page of this contract.

(b) The Contractor shall submit the following to the City within the first week of construction:

(1) a list of apprenticeship programs with which the Contractor is affiliated;
 (2) the number of apprentices on the Project employed by the Contractor;
 (3) a list of the Contractor's employee fringe benefits;
 (4) a copy of each project schedule, including the anticipated commencement date for each Subcontractor; and
 (5) a list of each Subcontractor's suppliers and materialmen.

(c) The Contractor shall include language similar to the above in all subcontracts.

(d) Notwithstanding anything to the contrary in Articles 5 and 13 of the General Conditions included herein as Appendix C, the City may, in its sole discretion withhold payment from the Contractor with respect to a given application for payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. Payment by the City on one or more occasions in the absence of the Contractor's compliance with this section shall not constitute a waiver of the City's right to withhold payment for noncompliance on other occasions.

Section 6. CONTRACTOR'S CERTIFICATIONS

(a) That if this Contract is in excess of \$100,000 and is federally funded, the Contractor will abide by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352), and more specifically:

(1) That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of this Federal contract and the extension, continuation, renewal, amendment, or modification of this Federal contract; and

(2) That 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, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

(3) That the Contractor will include the language of this certification in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS THE AWARD OF THIS CONTRACT WAS MADE. 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 FAILURE.

(b) **Drug-Free Workplace Act of 1988** (42 U.S.C. 701):

That, if this Contract is federally funded, the Contractor will provide a drug-free workplace and comply with the HUD rules contained in 24 CFR part 24M, including notification to employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited; that action will be taken against employees violating the prohibition; and that an employee who is convicted of manufacturing, distributing, dispensing, possession, or use of a controlled substance may be terminated or required to participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency.

(c) **Debarment and Suspension:** That the Contractor is a duly licensed general contractor, and

(1) That neither the Contractor nor any of its principal employees are on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs [E.O. 12549 and E.O. 12689 at 24 CFR part 24, applicable to contracts exceeding the small purchase threshold of fixed by 41 U.S.C. 403 (11)]; and

(2) That the Contractor has not been debarred or suspended by any state agency or city or town in the Commonwealth of Massachusetts.

(d) **Noncollusion:** That the bid upon which this Contract was based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

(e) **Tax Compliance:** That the Contractor is in full compliance with all federal and state laws relating to income taxes, and has paid all real estate and personal property/excise taxes, water charges, fines and other municipal lien charges due to the City of Somerville, and the Contractor's Federal Tax Identification Number is as noted on the first page of this agreement.


Section 7 NON-APPLICABILITY OF FEDERAL REQUIREMENTS

If the funding source, as noted on the first page of the Agreement, does not note any federal funding (partial or full), it means that this Agreement has not been funded with federal funds and the obligations and requirements under federal law which are set forth in this Agreement do not apply.

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IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as a sealed instrument

CONTRACTOR

<input checked="" type="checkbox"/>  Contractor Signature (Duly Authorized):	Date Signed: 5/25/23
	Print Title: President
	Print Name: Pamela D. Dobeck


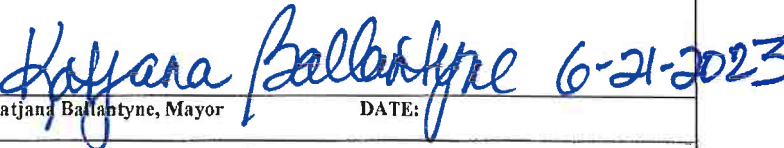

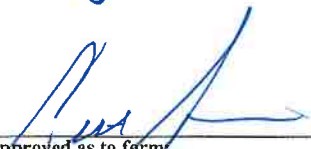
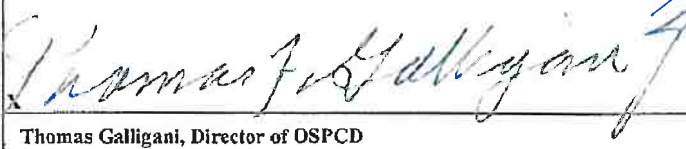
CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 2,683,000.00 and that an unencumbered balance of

\$ 2,683,000.00 is available for the current fiscal year of this contract. I further certify that a sum of

\$ 2,683,000.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

<input checked="" type="checkbox"/>  Edward Bean, City Auditor	<input checked="" type="checkbox"/>  6-21-2023 Katjana Ballantyne, Mayor DATE:
<input checked="" type="checkbox"/>  Angela M. Allen, Chief Procurement Officer	<input checked="" type="checkbox"/>  Approved as to form: Cynthia Amara, City Solicitor
<input checked="" type="checkbox"/>  Thomas Galligani, Director of OSPCD	

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Appendix A
Plans, Technical Specifications, and Addenda
(Incorporated by Reference)

IFB # 23-49

SOLICITATION FOR: Somerville Junction Park Construction



CITY OF SOMERVILLE, MASSACHUSETTS
Katjana Ballantyne, Mayor

Procurement and Contracting Services Department
Angela M. Allen, Chief Procurement Officer

RELEASE DATE: 3/15/2023

QUESTIONS DUE: 3/30/2023 by 12PM EST

DUE DATE AND TIME: 4/06/2023 by 2PM EST

PRE-BID MEETING DATE AND TIME: 3/28/2023 at 11 AM EST

DELIVER TO:

City of Somerville

Procurement & Contracting Services

Attn: Andrea Caruth

Deputy Chief Procurement Officer

acaruth@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

IFB # 23-49
Somerville Junction Park Construction

Key Project Information

Project Address	114 Central St., Somerville, MA
Estimated Construction Cost	\$2,000,000.00
Anticipated Contract Award	4/20/2023
Date of Substantial Completion	6/15/2024
Date of Final Completion	11/01/2024
Est. Contract Commencement Date	5/01/2023
Est. Contract Completion Date	12/22/2024
Governing Bid Law	MGL 30.39M (Horizontal Construction)
Wage Requirements	The higher of Federal Davis Bacon Wages and State Prevailing Wages
Payment Bond Requirements	50% of Contract Value
Performance Bond Requirements	N/A
Liquidated Damages (\$ per Day)	\$250.00.

Managing Department Information

Managing City Department	OSPCD-PSUF
Project Manager	Cortney Kirk
Project Manager Email	ckirk@somervillema.gov

Designer Information

Designer Name	Crowley Cottrell, LLC
Designer Address	171 Milk Street, Floor 2, Boston, MA 02109
Designer Specialty	Landscape Architecture
Designer Contact	Leah Broder
Designer Contact Email	leah@crowleycottrell.com

IFB # 23-49
SECTION 2.0
RULE FOR AWARD /
PROJECT INFORMATION

2.1 Rule For Award

The contract shall be awarded to the responsible and eligible Bidder submitting the lowest total price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder.

2.2 Background

Project Information	
Managing City Department:	OSPDCD-PSUF
Project Manager:	Cortney Kirk
Project Manager Email:	ckirk@somervillema.gov
Designer:	Crowley Cottrell, LLC
Designer Contact:	Leah Broder
Project Address:	114 Central St., Somerville, MA
Brief Project Description:	Construction services for a 1.43 acre passive park renovation project that includes the Green Line Community Path Extension shared use path. The new park will include new trees, pollinator plants, lawn, seating areas, and plaza area.
Estimated Project Cost:	\$2,000,000.00
Liquidated Damages	\$250.00 / day
Project Schedule	
Estimated Award Date:	4/20/2023
Estimated Start Date:	5/01/2023
Date of Substantial Completion:	6/15/2024
Date of Final Completion:	11/01/2024

SCOPE OF SERVICES

The City seeks a full range of construction services to renovate the approximately 62,290 square foot of the existing Somerville Junction Park at 114 Central Street, located between Central Street and Centre Street at the end of Woodbine Street with existing vehicle access at the end of Woodbine Street and Central Street. The park is a passive park and a shared path connection for the Somerville Community Path Extension.

Construction documents for this project have been prepared by Crowley Cottrell Landscape Architecture (CCLA), who has been selected by the City to administer the contract by overseeing construction to ensure conformity to construction drawings, specifications, and standards. The Division of Public Space and Urban Forestry (PSUF) is the project manager for the City.

The landscape architectural design includes the renovation of the existing park and parking lot into a passive park with a large lawn, pollinator plantings, trees, seating, plaza, walkways, lighting, and a more efficient layout of the community pathway.

The scope of work includes demolition, grading, new subsurface utilities, drainage, irrigation, lighting, fencing, curbing, new paving surfaces including asphalt, concrete, flexible porous paving, cast-in-place concrete seat walls, plant and tree installation, signage and furniture installation.

The existing community pathways through Somerville Junction park serve as a critical link between the existing Somerville Community Path and the new Community Path Extension (CPX) project that was constructed with the MBTA Green Line Extension (GLX) project. The CPX is not open to the public at the time of this bid release, however, is anticipated to open in the Spring of 2023. The City's agreement with the MBTA is such that access to the CPX must be kept open to the public once it is officially open. As a result, the construction work will need to be phased in such a way that once the full CPX is open to the public (expected Spring 2023) there is a temporary CPX route either through the project area, or a detour route for pedestrians and bicycles is established. It will be the responsibility of the contractor to develop, implement, and maintain a Transportation Management Plan specific to the CPX that will be approved by Mobility and Engineering, alongside of PSUF.

Somerville Junction Park is located on the site of a former rail depot that closed in the 1930s. The land was used as a dumping ground for decades, but an EPA cleanup in 2006-2008 made it possible to turn the land into a park. The renovation work will include adding the 0.83 acre city-owned parking lot immediately adjacent to the park to combine the two spaces into a newly renovated 1.43 acres public park.

It is expected that the contractor will familiarize themselves with the site, consult all the plans and specifications for the full scope of work, including all schedule and permitting requirements, including the submission of a Traffic Management Plan (TMP), and sidewalk occupancy permit for public R.O.W. sidewalk work which must be completed by a pre-approved sub-contractor. Permit request shall be submitted through the City's CitizenServe web portal. There are no City permit fees for City Park construction projects.

The contractor will be responsible for plant establishment maintenance for at least one year after planting acceptance and work with CCLA to produce a maintenance manual at final completion. The City will not assume maintenance of the Somerville Junction Park until final completion and a park walk-through/review meeting with the Somerville Division of Public Space and Urban Forestry and the Department of Public Works at which all systems and maintenance plans will be reviewed and approved by the Somerville Department of Public Works. After this approval, the contractor will submit the maintenance manual and as-built drawings to the City, and commence plant establishment maintenance per the approved maintenance manual.

Project funding is provided through a combination of the American Rescue Plan Act (ARPA), MA PARC grant, and the City of Somerville Community Preservation Act and all wages will be subject to Davis Bacon Wage requirements. The Contractor should note that a significant portion of the project must be billed by May 31, 2023 to meet state grant reimbursement deadlines, and therefore all equipment should be ordered, and the contractor should be prepared to mobilize immediately upon the contract award.

PART 3: TECHNICAL SPECIFICATIONS AND DRAWINGS

Please access via Google Drive here:

[https://drive.google.com/drive/folders/11gAA-Uiu1u9RXWkTmlY13LWchOsNJEIx?usp=share link](https://drive.google.com/drive/folders/11gAA-Uiu1u9RXWkTmlY13LWchOsNJEIx?usp=share_link)

DIVISION 01 - GENERAL REQUIREMENTS

Section 011000	Summary
Section 012200	Unit Prices
Section 012600	Contract Modification Procedures
Section 012900	Payment Procedures
Section 013100	Project Management and Coordination
Section 013300	Submittal Procedures
	Transmittal
	List of Subcontractors
Section 014000	Quality Requirements
Section 014339	Mock-Ups
Section 015000	Temporary Facilities and Controls
Section 015500	Vehicular Access and Parking
Section 015526	Traffic Control
Section 015690	Tree and Plant Protection
Section 015716	Rodent Control
Section 016000	Product Requirements
	Substitution Request
Section 017300	Execution Requirements
	Request for Interpretation
Section 017329	Cutting and Patching
Section 017700	Closeout Procedures
Section 018900	Site Construction Performance Requirements

DIVISION 02 - EXISTING CONDITIONS

Section 024113	Selective Site Demolition and Removals
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DIVISION 03 - CONCRETE

Section 033000	Cast-In-Place Concrete
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DIVISION 04 - MASONRY

Not Used

DIVISION 05 - METALS

Section 055000 Metal Fabrications
Section 055200 Site Metal Handrails

DIVISION 06 - WOOD AND PLASTICS

Section 061053 Exterior Rough Carpentry

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 079200 Exterior Sealants

DIVISION 08 - OPENINGS

Not Used

DIVISION 09 - FINISHES

Section 099113 Exterior Painting

DIVISION 10 - SPECIALTIES

Section 101416 Metal Signage
Section 101430 Exterior Signage

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 - FURNISHINGS

Section 129300 Site Furnishings

DIVISIONS 13 thru 21

Not Used

DIVISION 22 - PLUMBING

Section 224713 Drinking Fountain

DIVISIONS 23 thru 25

Not Used

DIVISION 26 - ELECTRICAL

Section 265200 Exterior Lighting

DIVISIONS 27 thru 30

Not Used

DIVISION 31 - EARTHWORK

Section 311300 Selective Tree Removal and Trimming

Section 312300 Site Excavating, Backfilling and Compacting
 Section 312500 Erosion and Sediment Control

DIVISION 32 - EXTERIOR IMPROVEMENTS

Section 321216 Bituminous Concrete Paving
 Section 321243 Flexipave Surfacing
 Section 321313 Portland Cement Concrete Pavement
 Section 321640 Granite Curbing
 Section 321817 Wood Fiber Safety Surfacing
 Section 321723 Pavement Markings
 Section 323113 Chain Link Fence
 Section 323120 Aluminum Pipe Rail Fence
 Section 328000 Irrigation System
 Section 329115 Structural Soil
 Section 329119 Landscape Grading
 Section 329200 Lawns and Grasses
 Section 329222 Native Meadow Seeding
 Section 329300 Trees, Plants, and Ground Covers

DIVISION 33 - UTILITIES

Section 334000 Storm Drainage System

DIVISIONS 34 thru 50
 Not Used

Included by
 reference

PART 4: SOIL MANAGEMENT PLAN

Please access via Google Drive here:

https://drive.google.com/drive/folders/11gAA-Uiu1u9RXWkTmlYI3LWchOsNJElx?usp=share_link

EXECUTIVE SUMMARY ES-1
 TABLE OF CONTENTS i
 LIST OF FIGURES iii
 LIST OF TABLES iii
 LIST OF APPENDICES iii

1.0 INTRODUCTION 1-1
 1.1 Site Description and History 1-1
 1.2 Site Ownership and Management 1-2
 1.3 Release History 1-2

1.4 AUL Restrictions and On-Site Reuse Implications	1-4
1.5 Project Organization	1-4
2.0 CONSTRUCTION SOIL SCREENING / SAMPLING	2-1
2.1 Temporary Stockpile Sampling	2-1
2.1.1 Sample Collection	2-1
2.1.2 Sample Location and Identification	2-1
2.2 Disposal Characterization Parameters	2-1
2.3 Sample Handling, Tracking and Custody	2-2
2.4 Record Keeping	2-2
2.5 Sample Equipment Decontamination	2-2
3.0 SOIL MANAGEMENT PROCEDURES.....	3-1
3.1 Field-Screening Procedures	3-1
3.1.1 Jar Headspace Analysis	3-1
3.1.2 Record Keeping	3-1
3.2 Segregation of Materials	3-1
3.3 Temporary Stockpiling of Excavated Materials	3-1
3.4 Tracking of Excavated Materials	3-2
4.0 TRANSPORTATION AND DISPOSAL	4-1
4.1 Disposal Facility Classification/Categories	4-1
4.2 Transportation of Excavated Materials	4-1
5.0 REQUIRED BEST MANAGEMENT PRACTICES	5-1
5.1 Health and Safety Procedures	5-1
5.2 Dust Control	5-1
5.2.1 Control of Earthwork Dust	5-1
5.2.2 Control of Stockpile Dust	5-1
5.2.3 Control of Transportation/Vehicle Dust	5-1
5.3 Vehicle and Equipment Decontamination	5-1
5.4 Groundwater Dewatering	5-2
5.5 Excavation Maintenance and Stormwater Controls	5-2
5.6 Erosion and Environmental Controls	5-2
5.7 Protection of Adjoining Properties	5-2
6.0 LIMITATIONS.....	6-3

LIST OF FIGURES

Figure 1	Locus Map
Figure 2	Site Plan

LIST OF TABLES

Table 1	Summary of Soil Detections – March 2023
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LIST OF APPENDICES

Appendix A	Activity and Use Limitation
Appendix B	Soil Boring Logs – March 2023
Appendix C	Laboratory Analytical Reports

Addendum No. 1 to BID 23-49



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Procurement and Contracting Services
KATJANA BALLANTYNE
MAYOR

To: All Parties on Record with the City of Somerville as Holding BID 23-49
Somerville Junction Park Construction

From: Andrea Caruth, Deputy Chief Procurement Officer

Date: 4/4/2023

Re: Responses to Requests for Information; Changes to Specifications and Pricing
Addendum No. 1 to BID 23-49

****Please note the Bid Opening Date is extended to Wednesday, April 19th 2:00PM.
Zoom link is unchanged.****

Please note: the substantial and final completion will remain the same and the awardee will need to meet the project schedule. See Question 1 for more details.

This addendum updates the technical specifications and unit price form. Please see attached.

Please acknowledge receipt of this Addendum by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.

NAME OF COMPANY / INDIVIDUAL: UCL Contractors, Inc

ADDRESS: 65 Parker St

CITY/STATE/ZIP: Clinton Ma 01510

TELEPHONE/FAX/EMAIL: (978) 345-2740 p. / (978) 348-2282 F.

SIGNATURE OF AUTHORIZED INDIVIDUAL: Pamela DeBeck

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 #2 #3 #4

Addendum No. 2 to BID 23-49



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Procurement and Contracting Services
KATJANA BALLANTYNE
MAYOR

To: All Parties on Record with the City of Somerville as Holding BID 23-49
Somerville Junction Park Construction

From: Andrea Caruth, Deputy Chief Procurement Officer

Date: 4/12/2023

Re: Responses to Requests for Information; Changes to Specifications
Addendum No. 2 to BID 23-49

****Please note the City will not address questions submitted after April 12th, 2023, 5PM.****

This addendum changes the Technical Specifications.

This addendum responds to requests for information.

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

NAME OF COMPANY / INDIVIDUAL: UET Contractors Inc.

ADDRESS: 65 Park St

CITY/STATE/ZIP: Clinton Ma 01570

TELEPHONE/FAX/EMAIL: (978) 345-2740 p. / (978) 348-2282 f.
pam.dobeck@uetcontractors.com

SIGNATURE OF AUTHORIZED INDIVIDUAL: [Signature]

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 _____ **#2** **#3** _____ **#4** _____

Addendum No. 3 to IFB 23-49



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Procurement and Contracting Services
KATJANA BALLANTYNE
MAYOR

To: All Parties on Record with the City of Somerville as Holding IFB 23-49
Somerville Junction Park Construction

From: Andrea Caruth, Deputy Chief Procurement Officer

Date: 4/14/2023

Re: Responses to Requests for Information;
Addendum No. 3 to IFB 23-49

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

NAME OF COMPANY / INDIVIDUAL: DEL Contractors Inc.

ADDRESS: 65 Parker St.

CITY/STATE/ZIP: Clinton Ma 01510

TELEPHONE/FAX/EMAIL: (978)345-2740 p. / (978)348-2082 f.
pam.dobeck@delcontractors.com

SIGNATURE OF AUTHORIZED INDIVIDUAL: [Signature]

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 _____ #2 _____ #3 #4 _____

Appendix B

CONTRACTOR'S BID PRICE

Form for General Bid

Bid Form For Alternates (if applicable)

Unit Price Form (if applicable)

Schedule of Values (if applicable)

The Contractor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: Contractor name, Contractor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

IFB # 23-49
SECTION 3.0
FORM FOR GENERAL I

Correction: Item 37
 Don Dobreck, Jr
 stated there was a
 clerical error during
 5/16 meeting

The undersigned proposes to furnish all labor and materials required for: Somerville Junction Park Construction

In accordance with the accompanying plans and specifications prepared by Crowley Cottrell, LLC. (171 Milk Street, Floor 2, Boston, MA 02109) and specified below, subject to additions and deductions according to the terms of the specifications.

The bidder certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville

- The bids will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **4/06/2023 by 12PM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with all applicable laws, including but not limited to the Somerville Wage Theft Ordinance.
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

The proposed contract price is (total bid in figures):

\$ 2,683,000.00

Total in words:	<u>Two million six hundred eighty three thousand</u>
-----------------	--

(If applicable) The contract price does not include the items listed on the attached "Bid Form for Alternates;" the bidder understands that the project construction cost estimate provided by the City is inclusive of all the work described in this form.

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 and materials or payment bond (as indicated in the "Key Project Information" section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

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; 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the

commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Undersigned Bidder certifies under the penalties of perjury that:

- (1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatories knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b); and,
- (2) the Federal Employer Identification Number (EIN) of the Bidder is: --

The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except:

in which case the reasons for rejection were as follows:

The Undersigned Bidder certifies under penalties of perjury that the Bidder will comply with all applicable laws, including City of Somerville ordinances that include but are not limited to: living wage ordinance, ordinance to protect vulnerable road users, responsible employer ordinance, and ordinance to protect against wage theft.

As a condition of this bid, the bidder hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

The Undersigned Bidder has submitted all requested referenced information on the Reference Form.

The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

The Undersigned Bidder certifies that it can achieve substantial and final completion by the dates notes in Section 2.2, herein, unless otherwise noted in the Notice to Proceed as delivered to the awarded vendor.

Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid the Contractor (in the case of addition or increase) or to be refunded the City (in the case of decrease). Contractually noted adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractors.

The unit prices shall include cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the General Conditions governing changes in the work.

Executed this 19th day of April, 2023.

Name of Company/Individual: UEL Contractors, Inc.

Address, City, State, Zip: 65 Parker St. Clinton Ma 01570

Tel # 978-345-2740

Email: heather.mcnamara@uelcontractors.com

Name and Title of Person Signing	<i>Pamela D. Dobeck, President</i>
Signature of Authorized Individual	<i>Pamela Dobeck</i>
<p>Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.</p>	
<p>ACKNOWLEDGEMENT OF ADDENDA: Addendum #1 <input type="checkbox"/> #2 <input checked="" type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/> #7 <input type="checkbox"/> #8 <input type="checkbox"/> #9 <input type="checkbox"/> #10 <input type="checkbox"/></p>	

SECTION 012200

UNIT PRICES

PART 1 GENERAL

1.00 GENERAL PROVISIONS

- A. Attention is directed to the PROCUREMENT AND CONTRACTING REQUIREMENTS and all Sections within DIVISION 01, GENERAL REQUIREMENTS, which are made a part of this Section of the Specifications.

1.01 SUMMARY

- A. The proposed Contract Price listed on the bid form includes all site improvements furnished and installed, complete per the contract documents. Unit prices are given for changes in the work only.

1.02 RELATED REQUIREMENTS

- A. Refer to GENERAL CONDITIONS for limitations.
- B. Examine Contract Documents for requirements that affect work of this Section.

1.03 QUANTITIES AND COST ADJUSTMENTS

- A. As soon as the work involved in each unit cost item has been completed, submit documentation to establish the actual quantities provided. Submit to the Architect for review and issuance of Change Order.
- B. Change Order amount for each unit cost item will be based on actual quantities multiplied by the unit cost. This unit cost includes all mark-ups applicable taxes, overhead, and profit as described below.

1.04 UNIT PRICES

- A. Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the below unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work. The Unit Prices shall represent the exact net amount per unit to be paid the Contractor (in the case of additions or increases) or to be refunded the Owner (in the case of decreases). No additional adjustment will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the Contractor or Subcontractors. No additional adjustments will be allowed for over excavation, overblasting, or other work without the prior written approval of the Owner.

<u>Unit</u>	<u>Add</u>	<u>Deduct</u>
1. Strip and stockpile loam, per c.y.	\$ <u>10</u>	\$ <u>9</u>
2. Remove tree, per inch tree caliper	\$ <u>100</u>	\$ <u>90</u>
3. Sawcutting existing pavement, per lin ft.	\$ <u>4</u>	\$ <u>3.00</u>

<u>Unit</u>	<u>Add</u>	<u>Deduct</u>
4. Remove and dispose of existing asphaltic concrete pavement per ton	\$ <u>22.00</u>	\$ <u>14.00</u>
5. Excavation of Soils, per c.y.	\$ <u>30.00</u>	\$ <u>27.00</u>
6. Disposal of Soils, per ton.	\$ <u>200.00</u>	\$ <u>116</u>
7. Fill material, as specified, per c.y.	\$ <u>600.00</u>	\$ <u>45.00</u>
8. Changes in earthwork, per c.y.	\$ <u>30.00</u>	\$ <u>27.00</u>
9. Asphalt pavement, vehicular, complete in-place, per sq yd	\$ <u>45.00</u>	\$ <u>36.00</u>
10. Concrete Seatwall, complete in place, SFF	\$ <u>37.00</u>	\$ <u>29.00</u>
11. Shade structure, per module, complete in place	\$ <u>87000.00</u>	\$ <u>70,000.00</u>
12. Concrete pavement, sidewalk, complete in-place, per sq yd	\$ <u>55.00</u>	\$ <u>50.00</u>
13. Concrete pavement, interior paving, complete in-place, per sq yd	\$ <u>55.00</u>	\$ <u>50.00</u>
14. Flexible porous paving, complete in-place, per sq yd	\$ <u>60.00</u>	\$ <u>54.00</u>
15. Granite planter curb, complete in place, per lin. ft.	\$ <u>100.00</u>	\$ <u>90.00</u>
16. Timber Guardrail, complete in place, per lin. ft	\$ <u>150.00</u>	\$ <u>137.00</u>
17. Pedestrian Pole Light, complete in place, each	\$ <u>1000.00</u>	\$ <u>3000.00</u>
18. Community Path Light, complete in place, each	\$ <u>8,800.00</u>	\$ <u>4400.00</u>
19. Metal Hammock Posts, Complete in place, each	\$ <u>1200.00</u>	\$ <u>1000.00</u>
20. Removable Bollard & Receptacle, complete, each	\$ <u>1800.00</u>	\$ <u>1000.00</u>
21. Bike Rack, complete in place, each	\$ <u>500.00</u>	\$ <u>400.00</u>
22. Bike Repair Station, complete in place, each	\$ <u>2200.00</u>	\$ <u>1870.00</u>
23. Drinking fountain, complete in place, each	\$ <u>5500.00</u>	\$ <u>3500.00</u>
24. Chain Link Fence, complete in place, per lin. ft.	\$ <u>90.00</u>	\$ <u>80.00</u>
25. CorTen Steel Guardrail, complete, per lin. ft.	\$ <u>330.00</u>	\$ <u>290.00</u>
26. Interpretive Sign A with footings, complete, each	\$ <u>1800.00</u>	\$ <u>1600.00</u>
27. Interpretive Sign B with footings, complete, each	\$ <u>2300.00</u>	\$ <u>2000.00</u>
28. Trash Receptacle with footing, complete, each	\$ <u>3000.00</u>	\$ <u>2700.00</u>
29. Asphalt paint, per sq ft	\$ <u>2.00</u>	\$ <u>1.80</u>

30. Sod, furnished and installed complete, per sq ft.	\$ <u>2.00</u>	\$ <u>1.00</u>
31. Hydroseed lawn, furnished and installed complete, per sq. ft.	\$ <u>.15¢</u>	\$ <u>.10¢</u>
32. Hydroseed disturbed slope seed mix, furnished and installed complete, per sq. ft.	\$ <u>.35¢</u>	\$ <u>.31¢</u>
33. Mulch, furnished and installed complete, per sq ft.	\$ <u>3.00</u>	\$ <u>1.80</u>
34. Perennial, #1 Container, furnished and installed complete	\$ <u>40.00</u>	\$ <u>32.00</u>
35. Shrub, #3 Container, furnished and installed complete	\$ <u>120.00</u>	\$ <u>98.00</u>
36. Deciduous Tree - 3" cal., furnished and installed, complete	\$ <u>1600.00</u>	\$ <u>1280.00</u>
37. Multi-Stemmed Tree – 8', furnished and installed complete, each	\$ <u>20,180.00</u>	\$ <u>16,144.00</u>
38. Planting soil, as specified, per c.y.	\$ <u>80.00</u>	\$ <u>60.00</u>

Add: \$2018.00
Deduct:
\$1614.00

- B. The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the Document 005210, AGREEMENT FORM governing Changes in the Work and Section 012600, CONTRACT MODIFICATION PROCEDURES.
- C. The Police Detail shall be included in the base bid using an allowance amount of \$175,000.
- D. The above unit prices shall be guaranteed through 2025.

END OF SECTION

Appendix C
Forms

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. **SUR0005436**

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

UEL CONTRACTORS, INC.
65 Parker Street
Clinton, MA 01510

SURETY (Name and Principal Place of Business):

Frankenmuth Insurance Company
1 Mutual Avenue
Frankenmuth, MI 48787

OWNER (Name and Address):

City of Somerville
93 Highland Avenue
Somerville, MA 02143

CONSTRUCTION CONTRACT

Date: **May 22nd, 2023**

Amount: **Two Million Six Hundred Eighty Three Thousand and no/100 Dollars (\$2,683,000.00)**

Description (Name and Location):

IFB 23-49 Somerville Junction Park Construction

BOND

Date (Not earlier than Construction Contract Date): **May 25th, 2023**

Amount: **One Million Three Hundred Forty One Thousand Five Hundred and no/100 Dollars (\$1,341,500.00)**

Modifications to this Bond:

None

X See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

COMPANY: (Corporate Seal)

UEL CONTRACTORS, INC.

COMPANY: (Corporate Seal)

Frankenmuth Insurance Company

Signature:

Name and Title: **Pamela D. Dobeck, Pres.**

Signature:

Name and Title: **Mark D. Lesknic, Attorney-in-Fact**

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone

AGENT OR BROKER:

SURETY BOND PROFESSIONALS, INC.

205 Union St., 2nd Floor

Natick, MA 01760

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

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

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

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Amend paragraphs 4.1 and 4.2.3 dealing with notice to the surety by adding at the end of each paragraph "and furnished to surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."
2. Amend paragraph 5 by changing "or" to "and" so it reads:
 5. If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance.
3. Paragraph 6 above is deleted in its entirety and the following is substituted in its place:
 6. When the claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond too the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any claimant under this Bond exceed the sum properly due such claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Mark Leskanic, Matthew Leskanic, Bette Botticello

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal herewith affixed this 15th day of December, 2022.



Frankenmuth Insurance Company
By: [Signature]
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

[Signature] (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 25th day of May, 2023.

[Signature]
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

UEL CONTRACTORS, INC.

(Insert Full Name of Corporation)

2. I hereby certify that the following individual **PAMELA D. DOBECK**
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected **PRESIDENT** of said Corporation.

(Insert the Title of the Officer in Line 2)

3. I hereby certify that on **10/01/22**
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

PAMELA D. DOBECK **PRESIDENT**

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**
Signature: *Pamela Dobeck*
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: PAMELA D. DOBECK

Printed Title: CLERK

Date: 4/18/23

(Date Must Be on or after Date Officer Signed Contract/Bonds)



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

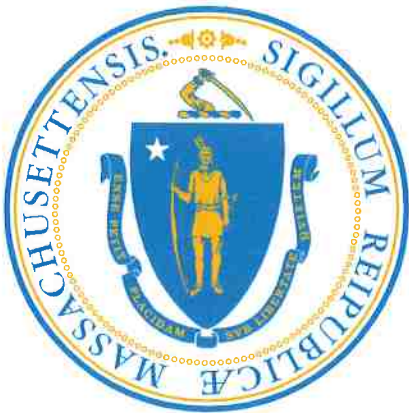
Date: May 31, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,

UEL CONTRACTORS, INC.

is a domestic corporation organized on **January 02, 1992** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in cursive script, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 23050581990

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: CMO

STATEMENT OF MANAGEMENT
For Contracts over \$100,000

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this 25TH day of MAY, 2023

On behalf of UEL CONTRACTORS, INC.
(Name of Successful Bidder)

65 PARKER STREET, CLINTON, MA 01510 978-345-2740
(Address and telephone of Successful Bidder)

PAMELA D. DOBECK, PRESIDENT
(Name and title of person signing statement)

By: *Pamela D. Dobeck, President*
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

In accordance with M.G.L. 30, Section 39R 1, Lawrence Patch CPA
a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the above referenced successful bidder's financial statements.

Lawrence Patch
(Signature)

Donellon Orcutt Patch & Stallard PC
PO Box 350 Taunton MA 02780
508 880 3334
(Business name, address and telephone number)

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Chief Procurement Officer a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
c/o Procurement and Contracting Services Department
93 Highland Avenue
Somerville, MA 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/14/2022



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM

CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*.

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: **\$10,000**. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of **7/1/2022** "Living Wage" shall be deemed to be an hourly wage of no less than **\$15.96** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

Online at: <https://www.somervillema.gov/departments/finance/procurement-and-contracting-services>

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/14/2022

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: 
(Duly Authorized Representative of Vendor)

Title: President

Name of Vendor: U&L Contractors, Inc

Date: 4/18/23

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2022 is \$15.96 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Procurement & Contracting Services Department directly.

Bid ref.:

Contract Number:



WAGE THEFT ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES / 2019 / ORDINANCE NO. 2019-24 et seq.*

Instructions: Contractors shall complete this form and sign and date where indicated below. This form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract.

Purpose: The purpose of this form is to ensure that such vendors comply with applicable federal and state wage laws, treat their employees fairly and ensure that wage theft does not occur on their projects.

Definition of "Wage Theft": an action by an Employer, their officers, agents or employees causing an Employer not to make a timely and/or complete payment of Wages, not to pay the Minimum Wage or Prevailing Wage, or not to pay Overtime earned and owing to an Employee.

CERTIFICATIONS

Whenever the City of Somerville is procuring construction services subject to the provisions of M.G.L. c. 149, c. 149A or c. 30, §39M, the terms of the Somerville Wage Theft Ordinance shall be incorporated into the procurement documents and made part of the specifications and contract. Any person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal and/or contract.

The undersigned bidder, proposer, contractor, subcontractor and/or trade contractor hereby acknowledges receipt of the below referenced requirements and verifies under oath that they will comply with the conditions set forth in the Somerville Wage Theft Ordinance 2019-24, which shall be incorporated into any contract entered into between the City and contractor.

The contractor shall not have been found within the past five years by a court or governmental agency in violation of any law relating to providing workers compensation insurance coverage, misclassification of employees as independent contractors, payment of employer payroll taxes, employee income tax withholding, earned sick time, wage and hour laws, prompt payment laws, or prevailing wage laws.

The contractor shall maintain appropriate industrial accident insurance sufficient to provide coverage for all the employees on the project in accordance with M.G.L. c. 152 and provide documentary proof of such coverage included with the contractor's submitted bid to the inspection services department to be maintained as a public record.

*Read entire ordinance online at:

https://library.municode.com/ma/somerville/ordinances/code_of_ordinances?nodeId=1001376 or request from the Procurement & Contracting Services Department.

Online at: <https://www.somervillema.gov/procurement>

Bid ref.:

Contract Number:

The contractor shall properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of prevailing wages and overtime, workers compensation insurance coverage, social security taxes and state and federal income tax withholding. (M.G.L. c. 149, § 148B on employee classification).

The contractor shall comply with M.G.L. c. 151, § 1A and M.G.L. c. 149, § 148 with respect to the payment of wages.

The city contractor must make arrangements to ensure that each employee of every contractor and subcontractor of any tier entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign in/out log shall include: the location of the project; current date; printed employee name; signed employee name; name of employee's employer and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign-in/out logs shall be provided to the city on a weekly basis with the certified payrolls and shall be a public record.

Each contractor of any tier, prior to performing any work on the project, shall sign under oath and provide to the city contractor a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the city.

The contractor must comply with state and, where applicable, federal prevailing wage laws. Contractor shall submit weekly certified payrolls to the City for all employees working on the contract including subcontracted workers at all tiers. Contractor shall use the current standard Massachusetts weekly certified payroll report form. Each contractor shall provide a copy of the OSHA 10 card for every employee attached to the first certified payroll they submit on which the employee appears.

Each payment requisition shall include the following certification:

I certify under oath that each payment requisition is in full compliance with all obligations forth in the Wage Theft Ordinance.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature: 
(Duly Authorized Representative of Contractor)

Title: President

Name of Contractor: Uel Contractors, Inc.

Date: 4/18/23

Online at: <https://www.somervillema.gov/procurement>



SOMERVILLE ORDINANCE TO SAFEGUARD
CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

VULNERABLE ROAD USERS

Prospective contractors must familiarize themselves with the City of Somerville’s Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
 - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
 - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
 - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor’s phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
 - a. Inspection stickers are not transferable.
 - b. Any major overhaul of safeguard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
 - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
 - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at: fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 “Requirements” in the Ordinance, bidders must sign the following:
Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

Pamela DeLuca 4/18/23
 Authorized Signatory’s Name Date

NEL Contractors, Inc.
 Company Name

I certify that the Ordinance does not apply to this contract for the following reason:

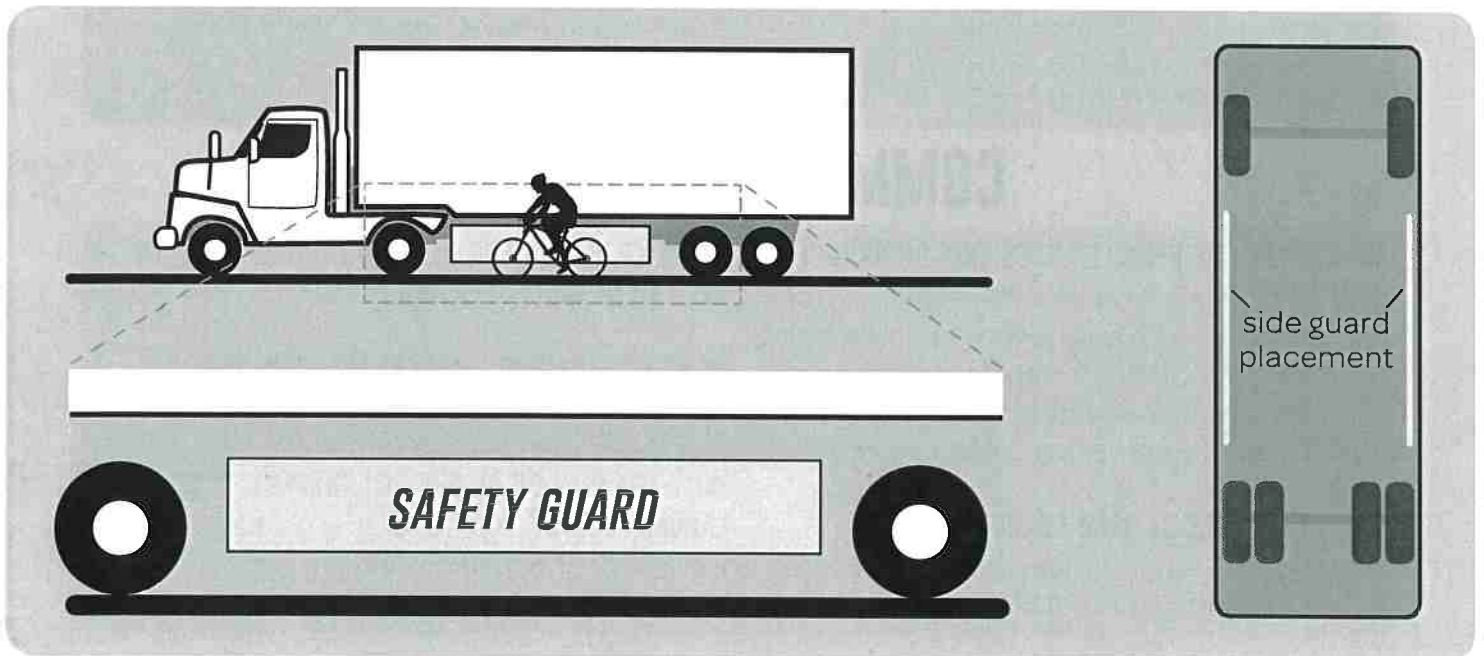
- Vehicles do not meet or exceed Class 3 GVWR
- Vehicles do not exceed 15 MPH
- No vehicles on project
- Other: _____



CITY OF SOMERVILLE TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in front of or alongside of the vehicle.



CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be "safety yellow" in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

Email inspection forms to: FleetInspections@SomervilleMA.gov



**CITY OF SOMERVILLE
PROCUREMENT AND CONTRACTING SERVICES DEPARTMENT
IFB #23-49**

The City of Somerville, through the Procurement and Contracting Services Department, invites sealed bids for:

Construction of Somerville Junction Park

An Invitation for Bid may be obtained online at www.bidexpress.com, <https://www.somervillema.gov/procurement>, or PCS Department, Somerville City Hall, 93 Highland Ave., Somerville, MA, 02143 on or after **03/15/2023**. Sealed bids will be received at above office until: **04/06/2023; 2:00PM EST**. The Chief Procurement Officer reserves right to reject any or all bids if, in her sole judgment, the best interest of the City of Somerville would be served by so doing.

Please contact PCS Department at a.caruth@somervillema.gov for more information.

5% Bid deposit required.

Andrea Caruth
Deputy Chief Procurement Officer
617-625-6600 x3400

3/15/23 The Somerville Times

AWARDING AUTHORITY AND PROJECT INFORMATION

AGENCY:

Somerville, City of
93 Highland Avenue
Somerville, MA 02143

PROJECT NUMBER:

IFB 23-49

ESTIMATED COST:**CONTRACTOR QUALIFICATION:**

*(required for building contracts over \$150,000 and
highway contracts over \$50,000)*

PROJECT:

Construction of Somerville Junction Park

CONTACT INFORMATION**PHONE:** 617-625-6600 x3400**FAX:**

Andrea Caruth

EMAIL: acaruth@somervillema.gov

PLANS/SPECIFICATIONS AVAILABLE*(place, date and time)*on PCS site under 'Open Bids' at <https://www.somervillema.gov/procurement> on 3/15/23 after 5:00 P.M.

CONTRACT INFORMATION**SUB BID DEADLINE:***(date and time)***GENERAL BID DEADLINE:** 4/6/23 @ 2:00 P.M.*(date and time)***SUB BID CATEGORIES:**

ADDITIONAL INFORMATION Contact acaruth@somervillema.gov to register as a bid holder.

Bid Opening Date: 04/06/2023 02:00 PM
 Printed: 03/15/2023 05:48 PM

BID SOLICITATION

Description: IFB 23-49 Somerville
 Junction Park Construction

Bid Number BD-23-1166-COS01- COS01-85804
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Construction services for a 1.43 acre passive park renovation project; will include new trees, pollinator plants, lawn, seating areas,	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Andrea Caruth

Phone#: (617) 625-6600

Email: acaruth@somervillema.gov

BUYER

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **WE UEL CONTRACTORS, INC.** 65 Parker Street Clinton, MA 01510

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Frankenmuth Insurance Company Frankenmuth, MI 48787** a corporation duly organized under the laws of the State of **MI** as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Somerville 93 Highland Avenue Somerville, MA 02143**

(Here insert full name, and address or legal title of Owner)

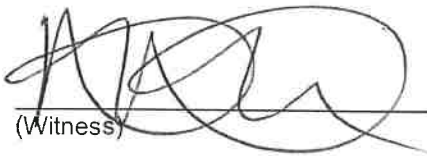
as Obligee, hereinafter called the Obligee, in the sum of **5.00%** Attached Bid For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
IFB 23-49 - Somerville Junction Park Construction

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

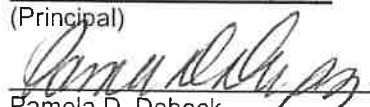
Signed and sealed this **6th** day of **April, 2023**


(Witness)

UEL CONTRACTORS, INC.

(Principal)

(Seal)


Pamela D. Dobeck
President

Frankenmuth Insurance Company
(Surety)

(Seal)


Mark D. Leskancic, ATTORNEY-IN-FACT

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Mark Leskanic, Matthew Leskanic, Bette Botticello

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

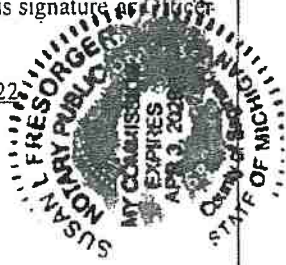
By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature of Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 6th day of April, 2023.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 11/14/2014



OSHA GENERAL CONTRACTOR CERTIFICATION FORM

**Pursuant to Chapter 306 of the Acts of 2004
An Act Relative to the Health and Safety on Construction Projects**

GENERAL CONTRACTOR'S CERTIFICATION – BID FORM

I, the undersigned, hereby certify under penalties of perjury that I, and all subcontractors who are not filed sub-bidders, shall:

(1) certify 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 a 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.

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: *Thomas D. Paris*
(Individual Submitting Bid)
Duly Authorized

Name of Business or Entity: *WEL Contractors, Inc.*

Date: *4/18/23*

RETURN THIS FORM WITH YOUR BID



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: *[Handwritten Signature]*
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: *HEL Contractors, Inc.*

Date: *4/18/23*

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: *[Handwritten Signature]*
(Duly Authorized Representative of Vendor)

Name of Business or Entity: *HEL Contractors, Inc.*

Social Security Number or Federal Tax ID#: *043139330*

Date: *4/18/23*

2.3 Minimum Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 4, or a failure to respond to any of the following minimum standards, will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Has the contractor been established in this specific field for at least five (5) years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Has the contractor successfully completed a minimum of three (3) similar sized Municipal Park projects (over \$1,900,000) within the past six (6) years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Proposer has successfully worked on a minimum of two (2) similar construction projects that must maintain public access to a shared community space or public sidewalk adjacent or inside the construction area by using detours and other safety measures throughout the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Can the Vendor certify that all employees to be provided, have successfully completed at least 10 hours of OSHA approved training in Construction Safety and Health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

In order to provide verification of affirmative responses to items 1 through 4 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.



Project History

Project	Contract Amount	Owner & Engineer Address	On time	Completion Date
Pickett Plaza Construction/WRA at G Street and Canal Street Worcester, MA 01608	\$ 2,048,000.00	City of Worcester Redevelopment Authority 455 Main Street, 4th Floor Worcester, MA 01608	Yes	2022
Guardrail Repairs Various Locations Hampden, Hampshire, Franklin, Berkshires	\$ 168,900.00	Premier Fence 1010 Turnpike Street Canton, MA 02021 John Feerick - (617) 413-3222	Yes	2021
Guardrail Repairs Various Locations Essex, Middlesex, Norfolk, Suffolk, Plymouth, Bristol & Barnstable	\$ 279,600.00	Premier Fence 1010 Turnpike Street Canton, MA 02021 John Feerick - (617) 413-3222	Yes	2021
Bancroft Road Bridge Sewer Replace Auburn, MA	\$ 272,725.00	Town of Auburn Department of Public Works 5 Millbury Street Auburn, MA 01501	Yes	2021
Bertram Athletic Fields Salem, MA	\$ 625,000.00	Construction Dynamics, Inc. 65 Parker Street Clinton, MA 01510 Denise Bruso - 978-343-6606	Yes	2020
Medford MassDOT Depot Medford, MA	\$ 1,327,515.00	E.A. Colangeli Construction 30 Thacher Street Malden, Ma 02148 Deanna Capone - (978) 684-2540	Yes	2020
Intersection Improvements & Related work at Fall River and Arcade Avenues, including Bridge Seekonk, MA	\$ 2,487,166.00	MassDOT 10 Park Plaza Boston, MA 02116 Marc Cardinal - (774)286-6383	Yes	2020

Guardrail Replacement West Stockbridge, MA	\$ 500,000.00	Premier Fence 1010 Turnpike Street Canton, MA 02021 John Feerick - (617) 413-3222	Yes	2020
Harrington Hospital Southbridge, MA	\$ 400,000.00	Monitor Builders 529 Main Street, Suite 3303 Boston, Ma Dave Towle - (508) 294-2868	Yes	2019
Pine Lake RV Park Pump Station, Sturbridge, MA	\$ 87,000.00	RV Management Services 30 River Road Sturbridge, MA 01566 Phillip Moreau - (301) 252-5600	Yes	2019
Roadway reconstruction and related work (including signals) along a section of Route 123 and adjacent streets Brockton, MA	\$ 4,013,046.23	MassDOT 10 Park Plaza Boston, MA 02116 Chris Sera - (617) 308-8604	Yes	2019
Green Meadow Playground Maynard, MA	\$ 321,400.00	Town of Maynard 195 Main Street Maynard, MA 01754	Yes	2016
Construction of a Steel Storage Build Erving, MA (WBE)	\$ 176,744.00	Construction Dynamics, Inc. 65 Parker Street Clinton, MA 01510	Yes	2016
Dyer Prince Road Culvert Improvements, Eastham, MA	\$ 208,000.00	Environmental Partners Group, Inc. 1900 Crown Colony Dr., Ste 402 Quincy, MA 02169	Yes	2016
Washington Street/Emerald Necklace Pedestrian & Bicycle Improvements	\$ 1,436,790.00	Town of Brookline Board of Selectmen 333 Washington Street	Yes	2015

		Brookline, MA 02445			
Shea Street Infrastructure Phase II Fitchburg, MA	\$ 396,800.00	City of Fitchburg - DPW 301 Broad Street Fitchburg, MA 01420	Yes	2015	
Reconstruct Taxiway A New Bedford Regional Airport New Bedford, MA	\$ 3,983,025.00	Airport Solutions 390 Main Street, Suite 100 Woburn, MA 01801 Tim Lotterhand - (781)491-0083	Yes	2015	
River Road West Reconstruction Berlin, MA	\$ 1,392,392.00	Town of Berlin 23 Linden Street Berlin, MA 01503 Keith Clemmer - (508) 340-9505	Yes	2015	
Campus Core Site Improvemnts Fitchburg, MA	\$ 1,422,237.90	Fitchburg State University 160 Pearl Street Fitchburg, MA 01420 Douglas Thomas - (978) 479-2061	Yes	2014	
Partridge Brook Athletic Fields Salisbury, MA	\$ 574,979.00	Town of Salisbury 5 Beach Road Salisbury, MA 01952 Lisa Pearson - (978) 463-2266	Yes	2014	
Woodland Drive Weston Case Campus, Weston, MA	\$ 1,061,897.85	Town of Weston 11 Town House Road Weston, MA 02493 Compass Proeject Management Jeff D'Amico - (617) 943-4943	Yes	2014	
Reconstruct West Apron Beverly, MA	\$ 2,200,000.00	Town of Beverly Airport Commission 46 L.P. Henderson Road Beverly, MA 01915 Jacobs Engineering Craig Schuseter - (617) 532-4246	Yes	2014	

Water Street Roadway Improvement Project, Amesbury, MA	\$ 1,338,746.50	City of Amesbury 62 Friend Street Amesbury, MA 01913 William Scott - (978) 992-1782	Yes	2014	
Atlantic Middle School Campus Improvement Project, Quincy, MA	\$ 643,994.00	City of Quincy One Merrymount Pkwy Quincy, MA 02170 Woodard & Curran R.J. Dowling - (800) 985-7897	Yes	2014	
Reconstruct and Mark a portion of taxiway B, Reconstruct GA Apron, and taxilanes, Orange Ma	\$ 1,017,182.00	Town of Orange Airport Commission 80 Airport Street Orange, MA 01364 Airport Solutions Group Ed Chase - (603) 228-1860	Yes	2013	
Compass Data Center Site Work Northborough, MA	\$ 1,101,184.00	Balfour Beatty Construction 1930 Camden Road Charlotte, NC 28203 John Squillace - (805) 607-3637	Yes	2013	
Harrington Health Care at Hubbard Webster, MA	\$ 582,610.00	Monitor Builders, Inc. 225 Friend Street Boston, MA 02114 Steve Kovacs - (617) 930-0203	Yes	2013	
Safety Improvements Kettlebrook Reservoir Dam Paxton, MA	\$ 589,000.00	City of Worcester Room 201, City Hall Worcester, MA 01608 Carol Rego - (617) 680-3931	Yes	2013	
Intersection Improvements Belchertown, MA	\$ 637,526.00	MassDOT 10 Park Plaza Boston, MA 02116 Rich Wonderlie - (413) 668-8927	Yes	2013	

Merriam Avenue Intersection Imp. Leominster, MA	\$ 487,333.00	MassDOT 10 Park Plaza Boston, MA 02116 Lisa Pelletier - (774) 292-6802	Yes	2012
Ross Street Lot Expansion Fitchburg State University Fitchburg, MA	\$ 452,500.00	Fitchburg State University 160 Pearl Street Fitchburg, MA 01420 Douglas Thomas - (978) 479-2061	Yes	2012
Greenwood Playground Renovation Gardner, MA	\$ 194,000.00	City of Gardner Dept. of Community Development 115 Pleasant Street Gardner, MA 01440 Jennifer Dymek (978) 632-3800	Yes	2012
Connors Street Reconstruction Gardner, MA	\$ 194,421.00	City of Gardner Dept. of Community Development 115 Pleasant Street Gardner, MA 01440 Jennifer Dymek (978) 632-3800	Yes	2012
Traffic Improvements Main Street Gardner, MA	\$ 473,700.00	City of Gardner Dept. of Community Development 115 Pleasant Street, Room 202 Gardner, MA 01440 Jennifer Dymek (978) 632-3800	Yes	2012
Reconstruction of taxiway "A" Orange, MA	\$ 1,240,573.50	Town of Orange Orange Municipal Airport 80 Airport Road Orange, MA 01364 Airport Solutions Group Ed Chase - (603) 228-1860	Yes	2012
Site Development Project	\$ 2,225,000.00	Black Point Realty, LLC	Yes	2011

Gardner, MA		232 Sherman Street Gardner, MA 01440 Don Erving - (978) 502-0048		
Connors Pool Renovations Waltham, MA	\$ 168,000.00	Construction Dynamics, Inc. GC 270 Airport Road Fitchburg, MA 01420 Denise M. Bruso - (978) 343-6606	Yes	2011
Kendrick Field Improvements City of Worcester, Ma	\$ 629,000.00	City of Worcester 455 Main Street Room 201 Worcester, MA 01608 Ceasar Valente - (508) 326-5227	Yes	2011
Granite Street Sewer Extension Worcester, MA	\$ 1,344,300.00	City of Worcester City Hall 455 Main Street, Rm 404 Worcester, MA 01608 John Orrell - (508) 799-1220	Yes	2010
Western Canal Area II Lowell, MA	\$ 1,739,067.00	City of Lowell, Planning & Development 50 Arcand Drive Lowell, MA 01852 Adam Baacke, Asst. City Manager 978-446-7200	Yes	2010
Greenwood Park Site Improvements & Splash Pad	\$ 50,000.00	Construction Dynamics, Inc. GC 270 Airport Road Fitchburg, MA 01420 Don Dobeck, Jr. P.M. 978-343-6606	Yes	2010
Effluent Disposal System #2	\$ 118,800.00	Wedgewood Condominium Trust c/o Onsite Engineering 279 Eat Central Street PMB 241	Yes	2010

Effluent Disposal System #1	\$ 113,000.00	Franklin, MA 02038 Raymond Willis - (508) 440-5470 Wedgewood Condominium Trust c/o Onsite Engineering 279 Eat Central Street PMB 241 Franklin, MA 02038 Raymond Willis - (508) 440-5470	Yes	2009
CHP Access Road Amherst, MA (UMASS)	\$ 1,299,300.00	UMASS Amherst 405 Goodell Building 140 Hicks Way Amherst, MA 01003-9272 Bruce Thomas - (413) 577-1717 BSC Group 15 Elkins Street Boston, MA 02127 Dominic Rinaldi, PE - (617) 896-4386	Yes	2009
Foster Street Worcester	\$ 3,660,710.55	City of Worcester 455 Main Street Worcester, MA 01608 VHB Engineering Union Station Suite 219 2 Washington Square Worcester, MA 01604 John Bechard (508) 752-1001	Yes	2009
Gary Brown Boat Ramp Hyannis, MA	\$ 996,103.00	Town of Barnstable - Robert Burgman 230 South Street Hyannis, MA 02601 (508) 790-6400	Yes	2009
North Central Pathway	\$ 987,161.12	Massachusetts Highway Department	Yes	2009

Gardner/Winchendon, MA		District 3 403 Belmont Street Worcester, MA 01604 (508) 754-7204		
Closure of Leaf & Brush Disposal Area and Appurtenant Work	\$ 1,469,065.00	Town of Danvers Department of Public Works One Sylvan Street Danvers, MA 01923 SEA Consultants, Inc. Athenaeum Center 215 First Street Cambridge, MA 02142 Rob Kenneally - (617) 497-7800	Yes	2009
Herb Chambers Lynnfield, MA	\$ 500,000.00	Construction Dynamics, Inc. - GC 270 Airport Road Fitchburg, MA 01420 Denise Bruso - (978) 345-2740	Yes	2008
Blackstone Bridge Blackstone, MA	\$ 299,340.00	Construction Dynamics, Inc. - GC 270 Airport Road, Unit A Fitchburg, MA 01420 Denise Bruso - (978) 343-6606	Yes	2008
Low Pressure Force Main Bolton, MA	\$ 249,610.00	Town of Bolton 663 Main Street Bolton, MA 01740	Yes	2008
Taunton Pump Station	\$ 50,000.00	Onsite Engineering, Inc. 279 Eat Central Street PMB 241 Franklin, MA 02038 Raymond Willis - (508) 440-5470 City of Taunton	Yes	2008

(Taunton, MA)			15 Summer Street Taunton, MA Construction Dynamics, GC 270 Airport Road, Suite A Fitchburg, MA 01420 Denise Bruso - (978) 343-6606		
Mechanic Street Reconstruction Project (Winchendon, MA)	\$	261,655.00	Town of Winchendon Front Street Winchendon, MA 01475 David Loring Tighe & Bond - (413) 562-1600	Yes	2008
Coolidge Park Improvements (Fitchburg, MA)	\$	616,555.00	City of Fitchburg, Planning Department 718 Main Street Fitchburg, MA 01420 Amy LeBlanc - (978) 345-1018	Yes	2008
Vietnam Veteran Memorial Pool (Chelsea, MA)	\$	165,000.00	Construction Dynamics, GC 270 Airport Road, Suite A Fitchburg, MA 01420 Denise Bruso - (978) 343-6606	Yes	2008
Norwood Memorial Airport (Norwood, MA)	\$	98,000.00	Town of Norwood 566 Washington Street Norwood, MA Construction Dynamics, GC 270 Airport Road, Suite A Fitchburg, MA 01420 (978) 343-6606	Yes	2007
North High School Site Preparation (Worcester, MA)	\$	964,400.00	City of Worcester DPW 50 Skyline Drive Worcester, MA 01604	Yes	2007

Green Pond Boat Ramp (Falmouth, MA)	\$	477,553.00	McGuire Group 33 Commercial Street, Suite 1 Foxborough, MA 02035 Tony DiLuzio (774) 262-2770 Department of Fish and Game Office of Fishing and Boating Access 1440 Soldiers Field Road Brighton, MA 02135 Doug Cameron - (617) 727-1843	Yes	2007
Water Mains & Apperunances (Hopkinton, MA)	\$	1,184,261.00	Earth Tech 300 Baker Ave Concord, MA 01742	Yes	2007
Runaway Brook Subdivision (Sterling & Lancaster, MA)	\$	1,653,885.00	Fitch Pond Realty Trust II P.O. Box 1444 Sterling, MA 01564 Gary Griffin - (978) 514-3193	Yes	2007
Athol Transfer Station (Athol, MA)	\$	80,000.00	Town of Athol 584 Main Street Athol, MA Construction Dynamics, GC 270 Airport Road, Suite A Fitchburg, MA 01420 (978) 343-6606	Yes	2007
FSC Ross Street Parking Lot (Fitchburg, MA)	\$	690,627.87	Fitchburg State College 160 Pearl Street Fitchburg, MA 01420 Eric Hansen - (978) 665-3450	Yes	2006
FSC Sanders Parking Lot / Anthony B (Fitchburg, MA)	\$	331,068.65	Fitchburg State College 160 Pearl Street Fitchburg, MA 01420	Yes	2006

			Eric Hansen - (978) 665-3450		
N. Water Street Underground Installa (Edgartown, MA)	\$ 1,016,270.00		Town of Edgartown 70 Main Street Edgartown, MA 02539 Stewart Fuller - (508) 627-4004	Yes	2006
Lagoon Pond Boat Ramp (Tisbury, MA)	\$ 593,478.00		Commonwealth of Massachusetts Department of Fish & Game Office of Fishing and Boating Access 1440 Soldiers Field Road Brighton, MA 02135 Doug Cameron - (617) 727-1843	Yes	2006
Town Center Low Pressure Sewer (Westford, MA)	\$ 1,023,316.00		Dufresne-Henry 5 LAN Drive, Suite 300 Westford, MA 01886 Victor Olson - (978) 692-1913	Yes	2006
Child Care Center & Molly Bish Institute (Gardner, MA)	\$ 70,000.00		Construction Dynamics, Inc. (GC) 270 Airport Rd. Fitchburg, MA 01420 Denise Bruso - (978) 343-6606	Yes	2006
Parking Lot Expansion National Guard Armory (Worcester, MA)	\$ 754,200.00		Commonwealth of Massachusetts Office of the State Quartermaster 50 Maple Street Milford, MA 01757 Richard Narel - (508) 233-6577	Yes	2006
Water Main and Road Surface Reconstruction (Ashburnham, MA)	\$ 667,250.00		Tighe & Bond 53 Southampton Road Westfield, MA 01085 Peter Valinski - (413) 572-3231	Yes	2005
Roadway Reconstruction (Westford, MA)	\$ 1,345,585.00		Massachusetts Highway Department 10 Park Plaza	Yes	2005

			Boston, MA 02109 Alan Webb - (978) 392-3655		
Traffic Safety Improvements (Clinton, MA)	\$ 948,925.00		Massachusetts Highway Department 10 Park Plaza Boston, MA 02109 Steve Romano - (978) 799-5437	Yes	2005
Phase 1 Water Main Improvements on Jefferson & Mt. Hope Street (North Attleborough, MA)	\$ 526,679.00		Tata & Howard, Inc. 125 Turnpike Road Westborough, MA 01581 Louis Soracco - (508) 366-5760	Yes	2005
Landfill Closure (Wellfleet, MA)	\$ 1,751,630.00		Environmental Partners Group, Inc. 350 Lincoln Street, Suite 216 Hingham, MA 02043 Ted Bailey - (508) 328-8312	Yes	2003
Waste Water Treatment Facility Site and related sewer piping (Falmouth, MA)	\$ 1,900,000.00		Methuen Construction - General Contractor 40 Lowell Road Salem, NH 03079 Mike DiAntonio - (508) 457-7624	Yes	2003
Sewer Extensions and Grinder Pumps (Mattapoisett, MA)	\$ 1,328,105.84		Tighe & Bond 53 Southampton Road Westfield, MA 01085 Pat Sheridan - (508) 951-5662	Yes	2003
Snake Pond Well Treatment Facility (Gardner, MA)	\$ 917,165.00		City of Gardner 416 West Broadway Gardner, MA 01440 Dane E. Arnold - (978) 632-7661	Yes	2003
			Maguire Group 33 Commercial Street, #1 Foxborough, MA 02035 Mariush D. Zmiejko - (508) 543-1700		

Landfill Closure (Westminster, MA)	\$ 491,614.43	Earth Tech, Inc. 196 Baker Avenue Concord, MA 01742 Duane Himes, P.E. - (978) 371-4000	Yes	2003
Sewer Collection System (Tisbury, MA)	\$ 2,094,263.50	Town of Tisbury - Board of Selectmen 51 Spring Street Vineyard Haven, MA 02568 Fred Lapiana (DPW) - (508) 696-4220 Beta Group, Inc. 6 Blackstone Valley Place Lincoln, RI 02865 Joe Federico, P.E. - (401) 333-2382	Yes	2002
Boulder Drive Reconstruction (Fitchburg, MA)	\$ 530,636.00	Fitchburg Redevelopment Authority 718 Main Street Fitchburg, MA 01420 Mark Giangiacomo - (978) 345-1278	Yes	2000
General Aviation Ramp Reconst. (Worcester, MA)	\$ 1,265,153.00	City of Worcester Mass Port Authority One Harborside Drive Suite 200S E. Boston, MA 02128 Dufresne - Henry, Inc. 20 Free Street Portland, ME 04101-3900	Yes	2000
North Street Reconstruction and Related Work	\$ 1,181,094.00	Massachusetts Highway Department 1 Park Plaza	Yes	2000

(Fitchburg, MA)		Boston, MA 02109 Steve Romano - (617) 799-5437		
Landfill Closure (Tisbury, MA)	\$ 1,403,479.00	Town of Tisbury - Board of Health 51 Spring Street Vineyard Haven, MA 02568 Tom Pacheco - (508) 696-4290 Tony Wespiser - (207) 775-0763 Earth Tech, Inc. 196 Baker Avenue Concord, MA 01742	Yes	2000
Ball Field (Clinton, MA)	\$ 250,000.00	Construction Dynamics, Inc. - GC 270 Airport Road Fitchburg, MA 01420 Denise Bruso - (978) 343-6606	Yes	2000
Various Sewer Upgrades (Multiple Locations - District 3)	\$ 1,500,000.00	Massachusetts Highway Department 1 Park Plaza Boston, MA 02109 Steve Romano - (617) 799-5437	Yes	1995
Sewer Replacement (Oxford, MA)	\$ 184,134.71	Town of Oxford 325 Main Street Oxford, MA 01540 Fay, Spofford & Thomdike, LLC 5 Burlington Woods Burlington, MA 01803	Yes	1995
Sewer Upgrades (Royalston, MA)	\$ 500,000.00	Town of Royalston Town Hall Royalston, MA 01368 Tata & Howard, Inc. 1900 West Park Drive	Yes	1995

Southbridge Airport
(Southbridge, MA)

\$ 1,300,000.00

Westborough, MA
Southbridge Airport Commission
41 Elm Street
Southbridge, MA 01550

Yes

1995

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

May 25, 20 23

I, Heather Malenara, V. Pisci
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
UEL Contractors, Inc. on the Juncho Park Court.
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature [Handwritten Signature]
Title V. Pisci



MAURA HEALEY
Governor

KIM DRISCOLL
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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Somerville
Contract Number: **City/Town:** SOMERVILLE
Description of Work: Somerville Junction Park Construction

Job Location: 114 Central St., Somerville MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$43.33	\$9.35	\$17.82	\$0.00	\$70.50
	06/01/2023	\$44.33	\$9.35	\$17.82	\$0.00	\$71.50
	12/01/2023	\$45.58	\$9.35	\$17.82	\$0.00	\$72.75
	06/01/2024	\$47.06	\$9.35	\$17.82	\$0.00	\$74.23
	12/01/2024	\$48.53	\$9.35	\$17.82	\$0.00	\$75.70
	06/01/2025	\$50.03	\$9.35	\$17.82	\$0.00	\$77.20
	12/01/2025	\$51.53	\$9.35	\$17.82	\$0.00	\$78.70
	06/01/2026	\$53.08	\$9.35	\$17.82	\$0.00	\$80.25
	12/01/2026	\$54.58	\$9.35	\$17.82	\$0.00	\$81.75
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIP. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$43.33	\$9.35	\$17.82	\$0.00	\$70.50
	06/01/2023	\$44.33	\$9.35	\$17.82	\$0.00	\$71.50
	12/01/2023	\$45.58	\$9.35	\$17.82	\$0.00	\$72.75
	06/01/2024	\$47.06	\$9.35	\$17.82	\$0.00	\$74.23
	12/01/2024	\$48.53	\$9.35	\$17.82	\$0.00	\$75.70
	06/01/2025	\$50.03	\$9.35	\$17.82	\$0.00	\$77.20
	12/01/2025	\$51.53	\$9.35	\$17.82	\$0.00	\$78.70
	06/01/2026	\$53.08	\$9.35	\$17.82	\$0.00	\$80.25
	12/01/2026	\$54.58	\$9.35	\$17.82	\$0.00	\$81.75
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS - ZONE 1 (Metro Boston)</i>	03/01/2023	\$55.62	\$8.68	\$19.97	\$0.00	\$84.27

Apprentice - CARPENTER - Zone 1 Metro Boston

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.81	\$8.68	\$1.73	\$0.00	\$38.22
2	60	\$33.37	\$8.68	\$1.73	\$0.00	\$43.78
3	70	\$38.93	\$8.68	\$14.78	\$0.00	\$62.39
4	75	\$41.72	\$8.68	\$14.78	\$0.00	\$65.18
5	80	\$44.50	\$8.68	\$16.51	\$0.00	\$69.69
6	80	\$44.50	\$8.68	\$16.51	\$0.00	\$69.69
7	90	\$50.06	\$8.68	\$18.24	\$0.00	\$76.98
8	90	\$50.06	\$8.68	\$18.24	\$0.00	\$76.98

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$35.03/ 3&4 \$42.20/ 5&6 \$63.53/ 7&8 \$70.74

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS - ZONE 1 (Wood Frame)</i>	10/01/2022	\$35.14	\$7.21	\$8.80	\$0.00	\$51.15
	04/01/2023	\$35.79	\$7.21	\$8.80	\$0.00	\$51.80

All Aspects of New Wood Frame Work

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CARPENTER (Wood Frame) - Zone 1						
Effective Date - 10/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.57	\$7.21	\$0.00	\$0.00	\$24.78
2	50	\$17.57	\$7.21	\$0.00	\$0.00	\$24.78
3	55	\$19.33	\$7.21	\$2.00	\$0.00	\$28.54
4	55	\$19.33	\$7.21	\$2.00	\$0.00	\$28.54
5	70	\$24.60	\$7.21	\$6.80	\$0.00	\$38.61
6	70	\$24.60	\$7.21	\$6.80	\$0.00	\$38.61
7	80	\$28.11	\$7.21	\$7.80	\$0.00	\$43.12
8	80	\$28.11	\$7.21	\$7.80	\$0.00	\$43.12
Notes:						
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80						
Step 1&2 \$22.75/ 3&4 \$28.21/ 5&6 \$38.19/ 7&8 \$42.64						
Apprentice to Journeyworker Ratio:1:5						
CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	01/01/2023	\$49.45	\$12.75	\$22.74	\$0.87	\$85.81
	07/01/2023	\$50.59	\$12.75	\$22.74	\$0.87	\$86.95
	01/01/2024	\$51.73	\$12.75	\$22.74	\$0.87	\$88.09

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)						
Effective Date - 01/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.73	\$12.75	\$15.49	\$0.00	\$52.97
2	60	\$29.67	\$12.75	\$22.74	\$0.87	\$66.03
3	65	\$32.14	\$12.75	\$22.74	\$0.87	\$68.50
4	70	\$34.62	\$12.75	\$22.74	\$0.87	\$70.98
5	75	\$37.09	\$12.75	\$22.74	\$0.87	\$73.45
6	80	\$39.56	\$12.75	\$22.74	\$0.87	\$75.92
7	90	\$44.51	\$12.75	\$22.74	\$0.87	\$80.87

Effective Date - 07/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.30	\$12.75	\$15.49	\$0.00	\$53.54
2	60	\$30.35	\$12.75	\$22.74	\$0.87	\$66.71
3	65	\$32.88	\$12.75	\$22.74	\$0.87	\$69.24
4	70	\$35.41	\$12.75	\$22.74	\$0.87	\$71.77
5	75	\$37.94	\$12.75	\$22.74	\$0.87	\$74.30
6	80	\$40.47	\$12.75	\$22.74	\$0.87	\$76.83
7	90	\$45.53	\$12.75	\$22.74	\$0.87	\$81.89

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
<i>For apprentice rates see "Apprentice- LABORER"</i>						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$54.68	\$14.25	\$16.05	\$0.00	\$84.98
	06/01/2023	\$55.95	\$14.25	\$16.05	\$0.00	\$86.25
	12/01/2023	\$57.23	\$14.25	\$16.05	\$0.00	\$87.53
	06/01/2024	\$58.55	\$14.25	\$16.05	\$0.00	\$88.85
	12/01/2024	\$60.03	\$14.25	\$16.05	\$0.00	\$90.33
	06/01/2025	\$61.36	\$14.25	\$16.05	\$0.00	\$91.66
	12/01/2025	\$62.83	\$14.25	\$16.05	\$0.00	\$93.13
	06/01/2026	\$64.16	\$14.25	\$16.05	\$0.00	\$94.46
12/01/2026	\$65.64	\$14.25	\$16.05	\$0.00	\$95.94	

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO. ADZEMAN <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO BURNERS LABORERS - ZONE 1	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO WRECKING LABORER LABORERS - ZONE 1	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELECTRICIAN - Local 103						
Effective Date - 03/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
2	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
3	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
4	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
5	50	\$29.62	\$13.00	\$16.63	\$0.00	\$59.25
6	55	\$32.58	\$13.00	\$17.13	\$0.00	\$62.71
7	60	\$35.54	\$13.00	\$17.63	\$0.00	\$66.17
8	65	\$38.50	\$13.00	\$18.13	\$0.00	\$69.63
9	70	\$41.46	\$13.00	\$18.62	\$0.00	\$73.08
10	75	\$44.42	\$13.00	\$19.13	\$0.00	\$76.55
Notes:						
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80						
Apprentice to Journeyworker Ratio:2:3***						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
Apprentice - ELEVATOR CONSTRUCTOR - Local 4						
Effective Date - 01/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74
Notes:						
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year						
Apprentice to Journeyworker Ratio:1:1						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
<i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FIELD ENG INST PERSON-BLDG,SITE,HVY/HWY	11/05/2022	\$48.67	\$14.25	\$16.05	\$0.00	\$78.97
<i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$49.91	\$14.25	\$16.05	\$0.00	\$80.21
	11/01/2023	\$51.15	\$14.25	\$16.05	\$0.00	\$81.45
	05/01/2024	\$52.39	\$14.25	\$16.05	\$0.00	\$82.69
	11/01/2024	\$53.68	\$14.25	\$16.05	\$0.00	\$83.98
	05/01/2025	\$55.12	\$14.25	\$16.05	\$0.00	\$85.42
	11/01/2025	\$56.41	\$14.25	\$16.05	\$0.00	\$86.71
	05/01/2026	\$57.85	\$14.25	\$16.05	\$0.00	\$88.15
	11/01/2026	\$59.14	\$14.25	\$16.05	\$0.00	\$89.44
	05/01/2027	\$60.57	\$14.25	\$16.05	\$0.00	\$90.87
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG PARTY CHIEF-BLDG,SITE,HVY/HWY	11/01/2022	\$50.22	\$14.25	\$16.05	\$0.00	\$80.52
<i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$51.47	\$14.25	\$16.05	\$0.00	\$81.77
	11/01/2023	\$52.72	\$14.25	\$16.05	\$0.00	\$83.02
	05/01/2024	\$53.97	\$14.25	\$16.05	\$0.00	\$84.27
	11/01/2024	\$55.27	\$14.25	\$16.05	\$0.00	\$85.57
	05/01/2025	\$56.72	\$14.25	\$16.05	\$0.00	\$87.02
	11/01/2025	\$58.02	\$14.25	\$16.05	\$0.00	\$88.32
	05/01/2026	\$59.47	\$14.25	\$16.05	\$0.00	\$89.77
	11/01/2026	\$60.77	\$14.25	\$16.05	\$0.00	\$91.07
	05/01/2027	\$62.22	\$14.25	\$16.05	\$0.00	\$92.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG ROD PERSON-BLDG,SITE,HVY/HWY	11/01/2022	\$24.31	\$14.25	\$16.05	\$0.00	\$54.61
<i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$25.05	\$14.25	\$16.05	\$0.00	\$55.35
	11/01/2023	\$25.78	\$14.25	\$16.05	\$0.00	\$56.08
	05/01/2024	\$26.51	\$14.25	\$16.05	\$0.00	\$56.81
	11/01/2024	\$27.27	\$14.25	\$16.05	\$0.00	\$57.57
	05/01/2025	\$28.12	\$14.25	\$16.05	\$0.00	\$58.42
	11/01/2025	\$28.88	\$14.25	\$16.05	\$0.00	\$59.18
	05/01/2026	\$29.73	\$14.25	\$16.05	\$0.00	\$60.03
	11/01/2026	\$30.49	\$14.25	\$16.05	\$0.00	\$60.79
	05/01/2027	\$31.34	\$14.25	\$16.05	\$0.00	\$61.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
<i>ELECTRICIANS LOCAL 103</i>						
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35
<i>/ COMMISSIONING ELECTRICIANS</i>						
<i>LOCAL 103</i>						
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	12/01/2022	\$43.54	\$14.25	\$16.05	\$0.00	\$73.84
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$44.56	\$14.25	\$16.05	\$0.00	\$74.86
	12/01/2023	\$45.57	\$14.25	\$16.05	\$0.00	\$75.87
	06/01/2024	\$46.63	\$14.25	\$16.05	\$0.00	\$76.93
	12/01/2024	\$47.81	\$14.25	\$16.05	\$0.00	\$78.11
	06/01/2025	\$48.87	\$14.25	\$16.05	\$0.00	\$79.17
	12/01/2025	\$50.04	\$14.25	\$16.05	\$0.00	\$80.34
	06/01/2026	\$51.10	\$14.25	\$16.05	\$0.00	\$81.40
	12/01/2026	\$52.28	\$14.25	\$16.05	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2022	\$25.23	\$9.35	\$17.82	\$0.00	\$52.40
<i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2023	\$25.98	\$9.35	\$17.82	\$0.00	\$53.15
	12/01/2023	\$25.98	\$9.35	\$17.82	\$0.00	\$53.15
	06/01/2024	\$27.01	\$9.35	\$17.82	\$0.00	\$54.18
	12/01/2024	\$27.01	\$9.35	\$17.82	\$0.00	\$54.18
	06/01/2025	\$28.09	\$9.35	\$17.82	\$0.00	\$55.26
	12/01/2025	\$28.09	\$9.35	\$17.82	\$0.00	\$55.26
	06/01/2026	\$29.21	\$9.35	\$17.82	\$0.00	\$56.38
	12/01/2026	\$29.21	\$9.35	\$17.82	\$0.00	\$56.38
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88
<i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>						

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44
2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93
3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54
4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03
5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32
6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82
7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10
8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60

Notes: Steps are 750 hrs
 % After 10/1/17, 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 1)</i>	01/01/2023	\$51.35	\$8.65	\$23.05	\$0.00	\$83.05
	07/01/2023	\$52.55	\$8.65	\$23.05	\$0.00	\$84.25
	01/01/2024	\$53.75	\$8.65	\$23.05	\$0.00	\$85.45
	07/01/2024	\$54.95	\$8.65	\$23.05	\$0.00	\$86.65
	01/01/2025	\$56.15	\$8.65	\$23.05	\$0.00	\$87.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - <i>GLAZIER - Local 35 Zone 1</i> Effective Date - 01/01/2023	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$25.68	\$8.65	\$0.00	\$0.00	\$34.33
	2	55	\$28.24	\$8.65	\$6.27	\$0.00	\$43.16
	3	60	\$30.81	\$8.65	\$6.84	\$0.00	\$46.30
	4	65	\$33.38	\$8.65	\$7.41	\$0.00	\$49.44
	5	70	\$35.95	\$8.65	\$19.63	\$0.00	\$64.23
	6	75	\$38.51	\$8.65	\$20.20	\$0.00	\$67.36
	7	80	\$41.08	\$8.65	\$20.77	\$0.00	\$70.50
	8	90	\$46.22	\$8.65	\$21.91	\$0.00	\$76.78
Effective Date - 07/01/2023	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$26.28	\$8.65	\$0.00	\$0.00	\$34.93
	2	55	\$28.90	\$8.65	\$6.27	\$0.00	\$43.82
	3	60	\$31.53	\$8.65	\$6.84	\$0.00	\$47.02
	4	65	\$34.16	\$8.65	\$7.41	\$0.00	\$50.22
	5	70	\$36.79	\$8.65	\$19.63	\$0.00	\$65.07
	6	75	\$39.41	\$8.65	\$20.20	\$0.00	\$68.26
	7	80	\$42.04	\$8.65	\$20.77	\$0.00	\$71.46
	8	90	\$47.30	\$8.65	\$21.91	\$0.00	\$77.86

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$29.50	\$14.25	\$0.00	\$0.00	\$43.75
2	60	\$32.18	\$14.25	\$16.05	\$0.00	\$62.48
3	65	\$34.86	\$14.25	\$16.05	\$0.00	\$65.16
4	70	\$37.54	\$14.25	\$16.05	\$0.00	\$67.84
5	75	\$40.22	\$14.25	\$16.05	\$0.00	\$70.52
6	80	\$42.90	\$14.25	\$16.05	\$0.00	\$73.20
7	85	\$45.59	\$14.25	\$16.05	\$0.00	\$75.89
8	90	\$48.27	\$14.25	\$16.05	\$0.00	\$78.57

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.18	\$14.25	\$0.00	\$0.00	\$44.43
2	60	\$32.93	\$14.25	\$16.05	\$0.00	\$63.23
3	65	\$35.67	\$14.25	\$16.05	\$0.00	\$65.97
4	70	\$38.42	\$14.25	\$16.05	\$0.00	\$68.72
5	75	\$41.16	\$14.25	\$16.05	\$0.00	\$71.46
6	80	\$43.90	\$14.25	\$16.05	\$0.00	\$74.20
7	85	\$46.65	\$14.25	\$16.05	\$0.00	\$76.95
8	90	\$49.39	\$14.25	\$16.05	\$0.00	\$79.69

Notes:

Apprentice to Journeyworker Ratio: 1:6

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2023	\$63.43	\$12.50	\$20.80	\$0.00	\$96.73
	09/01/2023	\$65.18	\$12.50	\$20.80	\$0.00	\$98.48
	03/01/2024	\$66.98	\$12.50	\$20.80	\$0.00	\$100.28
	09/01/2024	\$68.78	\$12.50	\$20.80	\$0.00	\$102.08
	03/01/2025	\$70.58	\$12.50	\$20.80	\$0.00	\$103.88

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
	09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
	03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
	09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
	03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS LABORERS - ZONE 1	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2022	\$43.33	\$9.35	\$17.82	\$0.00	\$70.50
	06/01/2023	\$44.33	\$9.35	\$17.82	\$0.00	\$71.50
	12/01/2023	\$45.58	\$9.35	\$17.82	\$0.00	\$72.75
	06/01/2024	\$47.06	\$9.35	\$17.82	\$0.00	\$74.23
	12/01/2024	\$48.53	\$9.35	\$17.82	\$0.00	\$75.70
	06/01/2025	\$50.03	\$9.35	\$17.82	\$0.00	\$77.20
	12/01/2025	\$51.53	\$9.35	\$17.82	\$0.00	\$78.70
	06/01/2026	\$53.08	\$9.35	\$17.82	\$0.00	\$80.25
	12/01/2026	\$54.58	\$9.35	\$17.82	\$0.00	\$81.75

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio: 1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	09/16/2022	\$51.59	\$8.25	\$26.70	\$0.00	\$86.54

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$30.95	\$8.25	\$26.70	\$0.00	\$65.90
2	70	\$36.11	\$8.25	\$26.70	\$0.00	\$71.06
3	75	\$38.69	\$8.25	\$26.70	\$0.00	\$73.64
4	80	\$41.27	\$8.25	\$26.70	\$0.00	\$76.22
5	85	\$43.85	\$8.25	\$26.70	\$0.00	\$78.80
6	90	\$46.43	\$8.25	\$26.70	\$0.00	\$81.38

Notes:

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER LABORERS - ZONE 1	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.91	\$9.10	\$17.57	\$0.00	\$52.58
2	70	\$30.23	\$9.10	\$17.57	\$0.00	\$56.90
3	80	\$34.54	\$9.10	\$17.57	\$0.00	\$61.21
4	90	\$38.86	\$9.10	\$17.57	\$0.00	\$65.53

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.51	\$9.10	\$17.57	\$0.00	\$53.18
2	70	\$30.93	\$9.10	\$17.57	\$0.00	\$57.60
3	80	\$35.34	\$9.10	\$17.57	\$0.00	\$62.01
4	90	\$39.76	\$9.10	\$17.57	\$0.00	\$66.43

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2022	\$42.58	\$9.35	\$17.82	\$0.00	\$69.75
	06/01/2023	\$43.58	\$9.35	\$17.82	\$0.00	\$70.75
	12/01/2023	\$44.83	\$9.35	\$17.82	\$0.00	\$72.00
	06/01/2024	\$46.31	\$9.35	\$17.82	\$0.00	\$73.48
	12/01/2024	\$47.78	\$9.35	\$17.82	\$0.00	\$74.95
	06/01/2025	\$49.28	\$9.35	\$17.82	\$0.00	\$76.45
	12/01/2025	\$50.78	\$9.35	\$17.82	\$0.00	\$77.95
	06/01/2026	\$52.33	\$9.35	\$17.82	\$0.00	\$79.50
	12/01/2026	\$53.83	\$9.35	\$17.82	\$0.00	\$81.00

Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.55	\$9.35	\$17.82	\$0.00	\$52.72
2	70	\$29.81	\$9.35	\$17.82	\$0.00	\$56.98
3	80	\$34.06	\$9.35	\$17.82	\$0.00	\$61.23
4	90	\$38.32	\$9.35	\$17.82	\$0.00	\$65.49

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.15	\$9.35	\$17.82	\$0.00	\$53.32
2	70	\$30.51	\$9.35	\$17.82	\$0.00	\$57.68
3	80	\$34.86	\$9.35	\$17.82	\$0.00	\$62.03
4	90	\$39.22	\$9.35	\$17.82	\$0.00	\$66.39

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER LABORERS - ZONE 1	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER LABORERS - ZONE 1	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	06/01/2024	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile Effective Date - 02/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$11.49	\$20.37	\$0.00	\$54.99
2	60	\$27.75	\$11.49	\$20.37	\$0.00	\$59.61
3	70	\$32.38	\$11.49	\$20.37	\$0.00	\$64.24
4	80	\$37.00	\$11.49	\$20.37	\$0.00	\$68.86
5	90	\$41.63	\$11.49	\$20.37	\$0.00	\$73.49
Effective Date - 08/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$11.49	\$20.37	\$0.00	\$55.81
2	60	\$28.73	\$11.49	\$20.37	\$0.00	\$60.59
3	70	\$33.52	\$11.49	\$20.37	\$0.00	\$65.38
4	80	\$38.31	\$11.49	\$20.37	\$0.00	\$70.17
5	90	\$43.10	\$11.49	\$20.37	\$0.00	\$74.96
Notes:						
Apprentice to Journeyworker Ratio:1:3						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2023	1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
	2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
	3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
	4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
	5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
	6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
	7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
	8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
07/01/2023	1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
	2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
	3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
	4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
	5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
	6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
	7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
	8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2023	\$52.75	\$8.65	\$23.05	\$0.00	\$84.45
	07/01/2023	\$53.95	\$8.65	\$23.05	\$0.00	\$85.65
	01/01/2024	\$55.15	\$8.65	\$23.05	\$0.00	\$86.85
	07/01/2024	\$56.35	\$8.65	\$23.05	\$0.00	\$88.05
	01/01/2025	\$57.55	\$8.65	\$23.05	\$0.00	\$89.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New							
Effective Date - 01/01/2023	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$26.38	\$8.65	\$0.00	\$0.00	\$35.03
	2	55	\$29.01	\$8.65	\$6.27	\$0.00	\$43.93
	3	60	\$31.65	\$8.65	\$6.84	\$0.00	\$47.14
	4	65	\$34.29	\$8.65	\$7.41	\$0.00	\$50.35
	5	70	\$36.93	\$8.65	\$19.63	\$0.00	\$65.21
	6	75	\$39.56	\$8.65	\$20.20	\$0.00	\$68.41
	7	80	\$42.20	\$8.65	\$20.77	\$0.00	\$71.62
8	90	\$47.48	\$8.65	\$21.91	\$0.00	\$78.04	

Effective Date	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
07/01/2023	1	50	\$26.98	\$8.65	\$0.00	\$0.00	\$35.63
	2	55	\$29.67	\$8.65	\$6.27	\$0.00	\$44.59
	3	60	\$32.37	\$8.65	\$6.84	\$0.00	\$47.86
	4	65	\$35.07	\$8.65	\$7.41	\$0.00	\$51.13
	5	70	\$37.77	\$8.65	\$19.63	\$0.00	\$66.05
	6	75	\$40.46	\$8.65	\$20.20	\$0.00	\$69.31
	7	80	\$43.16	\$8.65	\$20.77	\$0.00	\$72.58
	8	90	\$48.56	\$8.65	\$21.91	\$0.00	\$79.12

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2023	\$50.81	\$8.65	\$23.05	\$0.00	\$82.51
	07/01/2023	\$52.01	\$8.65	\$23.05	\$0.00	\$83.71
	01/01/2024	\$53.21	\$8.65	\$23.05	\$0.00	\$84.91
	01/01/2025	\$55.61	\$8.65	\$23.05	\$0.00	\$87.31
	07/01/2025	\$54.41	\$8.65	\$23.05	\$0.00	\$86.11

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.41	\$8.65	\$0.00	\$0.00	\$34.06
2	55	\$27.95	\$8.65	\$6.27	\$0.00	\$42.87
3	60	\$30.49	\$8.65	\$6.84	\$0.00	\$45.98
4	65	\$33.03	\$8.65	\$7.41	\$0.00	\$49.09
5	70	\$35.57	\$8.65	\$19.63	\$0.00	\$63.85
6	75	\$38.11	\$8.65	\$20.20	\$0.00	\$66.96
7	80	\$40.65	\$8.65	\$20.77	\$0.00	\$70.07
8	90	\$45.73	\$8.65	\$21.91	\$0.00	\$76.29

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.01	\$8.65	\$0.00	\$0.00	\$34.66
2	55	\$28.61	\$8.65	\$6.27	\$0.00	\$43.53
3	60	\$31.21	\$8.65	\$6.84	\$0.00	\$46.70
4	65	\$33.81	\$8.65	\$7.41	\$0.00	\$49.87
5	70	\$36.41	\$8.65	\$19.63	\$0.00	\$64.69
6	75	\$39.01	\$8.65	\$20.20	\$0.00	\$67.86
7	80	\$41.61	\$8.65	\$20.77	\$0.00	\$71.03
8	90	\$46.81	\$8.65	\$21.91	\$0.00	\$77.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1	01/01/2023	\$51.35	\$8.65	\$23.05	\$0.00	\$83.05
	07/01/2023	\$52.55	\$8.65	\$23.05	\$0.00	\$84.25
	01/01/2024	\$53.75	\$8.65	\$23.05	\$0.00	\$85.45
	07/01/2024	\$54.95	\$8.65	\$23.05	\$0.00	\$86.65
	01/01/2025	\$56.15	\$8.65	\$23.05	\$0.00	\$87.85

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.68	\$8.65	\$0.00	\$0.00	\$34.33
2	55	\$28.24	\$8.65	\$6.27	\$0.00	\$43.16
3	60	\$30.81	\$8.65	\$6.84	\$0.00	\$46.30
4	65	\$33.38	\$8.65	\$7.41	\$0.00	\$49.44
5	70	\$35.95	\$8.65	\$19.63	\$0.00	\$64.23
6	75	\$38.51	\$8.65	\$20.20	\$0.00	\$67.36
7	80	\$41.08	\$8.65	\$20.77	\$0.00	\$70.50
8	90	\$46.22	\$8.65	\$21.91	\$0.00	\$76.78

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.28	\$8.65	\$0.00	\$0.00	\$34.93
2	55	\$28.90	\$8.65	\$6.27	\$0.00	\$43.82
3	60	\$31.53	\$8.65	\$6.84	\$0.00	\$47.02
4	65	\$34.16	\$8.65	\$7.41	\$0.00	\$50.22
5	70	\$36.79	\$8.65	\$19.63	\$0.00	\$65.07
6	75	\$39.41	\$8.65	\$20.20	\$0.00	\$68.26
7	80	\$42.04	\$8.65	\$20.77	\$0.00	\$71.46
8	90	\$47.30	\$8.65	\$21.91	\$0.00	\$77.86

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 1	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	01/01/2023	\$49.41	\$8.65	\$23.05	\$0.00	\$81.11
	07/01/2023	\$50.61	\$8.65	\$23.05	\$0.00	\$82.31
	01/01/2024	\$51.81	\$8.65	\$23.05	\$0.00	\$83.51
	07/01/2024	\$53.01	\$8.65	\$23.05	\$0.00	\$84.71
	01/01/2025	\$54.21	\$8.65	\$23.05	\$0.00	\$85.91

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25	
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

Apprentice - PLUMBER GASFITTER - Local 12

Effective Date - 02/26/2023		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	35	\$22.82	\$14.07	\$6.63	\$0.00	\$43.52
2	40	\$26.08	\$14.07	\$7.52	\$0.00	\$47.67
3	55	\$35.85	\$14.07	\$10.24	\$0.00	\$60.16
4	65	\$42.37	\$14.07	\$12.04	\$0.00	\$68.48
5	75	\$48.89	\$14.07	\$13.85	\$0.00	\$76.81

Effective Date - 09/03/2023		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	35	\$23.43	\$14.07	\$6.63	\$0.00	\$44.13
2	40	\$26.78	\$14.07	\$7.52	\$0.00	\$48.37
3	55	\$36.82	\$14.07	\$10.24	\$0.00	\$61.13
4	65	\$43.51	\$14.07	\$12.04	\$0.00	\$69.62
5	75	\$50.21	\$14.07	\$13.85	\$0.00	\$78.13

Notes:
 ** 1,2; 2,6; 3,10; 4,14; 5,19/Steps are 1 yr
 Step4 with lic\$69.00, Step5 with lic\$76.87
 Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2023	\$63.43	\$12.00	\$20.80	\$0.00	\$96.23
	09/01/2023	\$65.18	\$12.00	\$20.80	\$0.00	\$97.98
	03/01/2024	\$66.98	\$12.00	\$20.80	\$0.00	\$99.78
	09/01/2024	\$68.78	\$12.00	\$20.80	\$0.00	\$101.58
	03/01/2025	\$70.58	\$12.00	\$20.80	\$0.00	\$103.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)					
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2022	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	06/01/2023	\$45.18	\$9.10	\$17.57	\$0.00	\$71.85
	12/01/2023	\$46.43	\$9.10	\$17.57	\$0.00	\$73.10
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$43.58	\$9.35	\$17.82	\$0.00	\$70.75
	06/01/2023	\$44.58	\$9.35	\$17.82	\$0.00	\$71.75
	12/01/2023	\$45.83	\$9.35	\$17.82	\$0.00	\$73.00
	06/01/2024	\$47.31	\$9.35	\$17.82	\$0.00	\$74.48
	12/01/2024	\$48.78	\$9.35	\$17.82	\$0.00	\$75.95
	06/01/2025	\$50.28	\$9.35	\$17.82	\$0.00	\$77.45
	12/01/2025	\$51.78	\$9.35	\$17.82	\$0.00	\$78.95
	06/01/2026	\$53.33	\$9.35	\$17.82	\$0.00	\$80.50
	12/01/2026	\$54.83	\$9.35	\$17.82	\$0.00	\$82.00
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)					
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23	
12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/12 <i>{Drivers Hired After 4/30/2012} TEAMSTERS 25 (Metro) - Aggregate</i>	08/01/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$57.56
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 25 (Metro) - Aggregate</i>	08/01/2022	\$34.41	\$11.91	\$15.25	\$0.00	\$61.57
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2023	\$48.53	\$12.78	\$20.20	\$0.00	\$81.51
	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
	02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
	08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
	02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
	08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
	02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.27	\$12.78	\$5.59	\$0.00	\$42.64
2	60	\$29.12	\$12.78	\$20.20	\$0.00	\$62.10
3	65	\$31.54	\$12.78	\$20.20	\$0.00	\$64.52
4	75	\$36.40	\$12.78	\$20.20	\$0.00	\$69.38
5	85	\$41.25	\$12.78	\$20.20	\$0.00	\$74.23

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.02	\$12.78	\$5.59	\$0.00	\$43.39
2	60	\$30.02	\$12.78	\$20.20	\$0.00	\$63.00
3	65	\$32.52	\$12.78	\$20.20	\$0.00	\$65.50
4	75	\$37.52	\$12.78	\$20.20	\$0.00	\$70.50
5	85	\$42.53	\$12.78	\$20.20	\$0.00	\$75.51

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.

(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2023	\$48.78	\$12.78	\$20.20	\$0.00	\$81.76
	08/01/2023	\$50.28	\$12.78	\$20.20	\$0.00	\$83.26
	02/01/2024	\$51.53	\$12.78	\$20.20	\$0.00	\$84.51
	08/01/2024	\$53.03	\$12.78	\$20.20	\$0.00	\$86.01
	02/01/2025	\$54.28	\$12.78	\$20.20	\$0.00	\$87.26
	08/01/2025	\$55.78	\$12.78	\$20.20	\$0.00	\$88.76
	02/01/2026	\$57.03	\$12.78	\$20.20	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A
Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$23.23	\$14.11	\$6.13	\$0.00	\$43.47
2	42	\$23.23	\$14.11	\$6.13	\$0.00	\$43.47
3	47	\$26.00	\$14.11	\$11.90	\$1.54	\$53.55
4	47	\$26.00	\$14.11	\$11.90	\$1.54	\$53.55
5	52	\$28.76	\$14.11	\$12.88	\$1.65	\$57.40
6	52	\$28.76	\$14.11	\$13.13	\$1.65	\$57.65
7	60	\$33.19	\$14.11	\$14.54	\$1.83	\$63.67
8	65	\$35.95	\$14.11	\$15.52	\$1.94	\$67.52
9	75	\$41.48	\$14.11	\$17.48	\$2.16	\$75.23
10	85	\$47.01	\$14.11	\$18.94	\$2.36	\$82.42

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
2	42	\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
3	47	\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
4	47	\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
5	52	\$29.65	\$14.11	\$12.88	\$1.70	\$58.34
6	52	\$29.65	\$14.11	\$13.13	\$1.70	\$58.59
7	60	\$34.21	\$14.11	\$14.54	\$1.89	\$64.75
8	65	\$37.06	\$14.11	\$15.52	\$2.00	\$68.69
9	75	\$42.76	\$14.11	\$17.48	\$2.23	\$76.58
10	85	\$48.46	\$14.11	\$18.94	\$2.45	\$83.96

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	03/01/2023	\$66.20	\$10.90	\$23.20	\$0.00	\$100.30
	10/01/2023	\$67.95	\$10.90	\$23.20	\$0.00	\$102.05
	03/01/2024	\$69.75	\$10.90	\$23.20	\$0.00	\$103.85
	10/01/2024	\$71.55	\$10.90	\$23.20	\$0.00	\$105.65
	03/01/2025	\$73.35	\$10.90	\$23.20	\$0.00	\$107.45

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1
Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.17	\$10.90	\$9.70	\$0.00	\$43.77
2	40	\$26.48	\$10.90	\$9.70	\$0.00	\$47.08
3	45	\$29.79	\$10.90	\$9.70	\$0.00	\$50.39
4	50	\$33.10	\$10.90	\$9.70	\$0.00	\$53.70
5	55	\$36.41	\$10.90	\$9.70	\$0.00	\$57.01
6	60	\$39.72	\$10.90	\$11.20	\$0.00	\$61.82
7	65	\$43.03	\$10.90	\$11.20	\$0.00	\$65.13
8	70	\$46.34	\$10.90	\$11.20	\$0.00	\$68.44
9	75	\$49.65	\$10.90	\$11.20	\$0.00	\$71.75
10	80	\$52.96	\$10.90	\$11.20	\$0.00	\$75.06

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.78	\$10.90	\$9.70	\$0.00	\$44.38
2	40	\$27.18	\$10.90	\$9.70	\$0.00	\$47.78
3	45	\$30.58	\$10.90	\$9.70	\$0.00	\$51.18
4	50	\$33.98	\$10.90	\$9.70	\$0.00	\$54.58
5	55	\$37.37	\$10.90	\$9.70	\$0.00	\$57.97
6	60	\$40.77	\$10.90	\$11.20	\$0.00	\$62.87
7	65	\$44.17	\$10.90	\$11.20	\$0.00	\$66.27
8	70	\$47.57	\$10.90	\$11.20	\$0.00	\$69.67
9	75	\$50.96	\$10.90	\$11.20	\$0.00	\$73.06
10	80	\$54.36	\$10.90	\$11.20	\$0.00	\$76.46

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	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.75	\$13.00	\$0.65	\$0.00	\$35.40
2	45	\$21.75	\$13.00	\$0.65	\$0.00	\$35.40
3	50	\$24.17	\$13.00	\$15.20	\$0.00	\$52.37
4	50	\$24.17	\$13.00	\$15.20	\$0.00	\$52.37
5	55	\$26.59	\$13.00	\$15.58	\$0.00	\$55.17
6	60	\$29.00	\$13.00	\$15.96	\$0.00	\$57.96
7	65	\$31.42	\$13.00	\$16.34	\$0.00	\$60.76
8	70	\$33.84	\$13.00	\$16.73	\$0.00	\$63.57
9	75	\$36.26	\$13.00	\$17.11	\$0.00	\$66.37
10	80	\$38.67	\$13.00	\$17.48	\$0.00	\$69.15

Notes:

Apprentice to Journeyworker Ratio: 1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$22.34	\$0.00	\$64.50
2	60	\$36.80	\$11.49	\$22.34	\$0.00	\$70.63
3	70	\$42.94	\$11.49	\$22.34	\$0.00	\$76.77
4	80	\$49.07	\$11.49	\$22.34	\$0.00	\$82.90
5	90	\$55.21	\$11.49	\$22.34	\$0.00	\$89.04

Notes:

Apprentice to Journeyworker Ratio: 1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$46.58	\$9.35	\$17.97	\$0.00	\$73.90
	06/01/2023	\$47.58	\$9.35	\$17.97	\$0.00	\$74.90
	12/01/2023	\$48.83	\$9.35	\$17.97	\$0.00	\$76.15
	06/01/2024	\$50.31	\$9.35	\$17.97	\$0.00	\$77.63
	12/01/2024	\$51.78	\$9.35	\$17.97	\$0.00	\$79.10
	06/01/2025	\$53.28	\$9.35	\$17.97	\$0.00	\$80.60
	12/01/2025	\$54.78	\$9.35	\$17.97	\$0.00	\$82.10
	06/01/2026	\$56.33	\$9.35	\$17.97	\$0.00	\$83.65
	12/01/2026	\$57.83	\$9.35	\$17.97	\$0.00	\$85.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.70	\$9.35	\$17.97	\$0.00	\$70.02
	06/01/2023	\$43.70	\$9.35	\$17.97	\$0.00	\$71.02
	12/01/2023	\$44.95	\$9.35	\$17.97	\$0.00	\$72.27
	06/01/2024	\$46.43	\$9.35	\$17.97	\$0.00	\$73.75
	12/01/2024	\$47.90	\$9.35	\$17.97	\$0.00	\$75.22
	06/01/2025	\$49.40	\$9.35	\$17.97	\$0.00	\$76.72
	12/01/2025	\$50.90	\$9.35	\$17.97	\$0.00	\$78.22
	06/01/2026	\$52.45	\$9.35	\$17.97	\$0.00	\$79.77
	12/01/2026	\$53.95	\$9.35	\$17.97	\$0.00	\$81.27

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$54.81	\$9.35	\$18.42	\$0.00	\$82.58
	06/01/2023	\$55.81	\$9.35	\$18.42	\$0.00	\$83.58
	12/01/2023	\$57.06	\$9.35	\$18.42	\$0.00	\$84.83
	06/01/2024	\$58.54	\$9.35	\$18.42	\$0.00	\$86.31
	12/01/2024	\$60.01	\$9.35	\$18.42	\$0.00	\$87.78
	06/01/2025	\$61.51	\$9.35	\$18.42	\$0.00	\$89.28
	12/01/2025	\$63.01	\$9.35	\$18.42	\$0.00	\$90.78
	06/01/2026	\$64.56	\$9.35	\$18.42	\$0.00	\$92.33
	12/01/2026	\$66.06	\$9.35	\$18.42	\$0.00	\$93.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$56.81	\$9.35	\$18.42	\$0.00	\$84.58
	06/01/2023	\$57.81	\$9.35	\$18.42	\$0.00	\$85.58
	12/01/2023	\$59.06	\$9.35	\$18.42	\$0.00	\$86.83
	06/01/2024	\$60.54	\$9.35	\$18.42	\$0.00	\$88.31
	12/01/2024	\$62.01	\$9.35	\$18.42	\$0.00	\$89.78
	06/01/2025	\$63.51	\$9.35	\$18.42	\$0.00	\$91.28
	12/01/2025	\$65.01	\$9.35	\$18.42	\$0.00	\$92.78
	06/01/2026	\$66.56	\$9.35	\$18.42	\$0.00	\$94.33
	12/01/2026	\$68.06	\$9.35	\$18.42	\$0.00	\$95.83
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$46.88	\$9.35	\$18.42	\$0.00	\$74.65
	06/01/2023	\$47.88	\$9.35	\$18.42	\$0.00	\$75.65
	12/01/2023	\$49.13	\$9.35	\$18.42	\$0.00	\$76.90
	06/01/2024	\$50.61	\$9.35	\$18.42	\$0.00	\$78.38
	12/01/2024	\$52.08	\$9.35	\$18.42	\$0.00	\$79.85
	06/01/2025	\$53.58	\$9.35	\$18.42	\$0.00	\$81.35
	12/01/2025	\$55.08	\$9.35	\$18.42	\$0.00	\$82.85
	06/01/2026	\$56.63	\$9.35	\$18.42	\$0.00	\$84.40
	12/01/2026	\$58.13	\$9.35	\$18.42	\$0.00	\$85.90
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$48.88	\$9.35	\$18.42	\$0.00	\$76.65
	06/01/2023	\$49.88	\$9.35	\$18.42	\$0.00	\$77.65
	12/01/2023	\$51.13	\$9.35	\$18.42	\$0.00	\$78.90
	06/01/2024	\$52.61	\$9.35	\$18.42	\$0.00	\$80.38
	12/01/2024	\$54.08	\$9.35	\$18.42	\$0.00	\$81.85
	06/01/2025	\$55.58	\$9.35	\$18.42	\$0.00	\$83.35
	12/01/2025	\$57.08	\$9.35	\$18.42	\$0.00	\$84.85
	06/01/2026	\$58.63	\$9.35	\$18.42	\$0.00	\$86.40
	12/01/2026	\$60.13	\$9.35	\$18.42	\$0.00	\$87.90
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
PLUMBERS & GASFITTERS LOC. #12	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

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.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

General Decision Number: MA20230008 03/03/2023

Suspended General Decision Number: MA20220008

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 CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

Table with 2 columns: Contract condition and applicable Executive Order (14026 or 13658) and its requirements.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Table with 2 columns: Modification Number and Publication Date.

BOIL0029-001 01/01/2021

Table with 3 columns: Classification, Rates, and Fringes for BOILERMAKER.

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, Westwood, Wrentham); and PLYMOUTH (Lakeville)

Table with 2 columns: Rates and Fringes for the Foxboro chapter.

Table with 3 columns: Classification, Rates, and Fringes for Bricklayer/Cement Mason.

LOWELL CHAPTER

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

Table with 3 columns: Classification, Rates, and Fringes for BRICKLAYER.

LOWELL CHAPTER

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

Table with 3 columns: Classification, Rates, and Fringes for BRICKLAYER.

Table with 3 columns: Classification, Rates, and Fringes for Marble & Tile Finisher, Marble, Tile & Terrazzo Workers, and TERRAZZO FINISHER.

BOSTON CHAPTER

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

Table with 3 columns: Classification, Rates, and Fringes for BRICKLAYER.

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)

Table with 3 columns: Classification, Rates, and Fringes for Bricklayer/Cement Mason.

Table with 3 columns: Classification, Rates, and Fringes for BRICKLAYER under WALTHAM CHAPTER.

QUINCY CHAPTER

PLYMOUTH COUNTY (Abington, Bridgewater, Brockton, Carver, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Middleboro, Norwell, Pembroke,

3/9/23, 11:40 AM

SAM.gov

Plymouth, Rockland, Scituate, West Bridgewater, Whitman)

	Rates	Fringes
Bricklayer/Cement Mason	\$ 60.35	34.40
* BRMA003-025 02/01/2023		

NEW BEDFORD CHAPTER

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

	Rates	Fringes
Bricklayer/Cement Mason	\$ 60.35	34.40
* BRMA003-033 02/01/2023		

NEWTON CHAPTER

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

	Rates	Fringes
Bricklayer, Plasterer	\$ 60.35	34.40
* CARP0056-001 08/01/2022		

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	\$ 52.15	34.10
* CARP0056-002 08/01/2022		

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

	Rates	Fringes
PILEDRIVERMAN	\$ 48.34	34.10
* CARP0056-003 08/01/2022		

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

	Rates	Fringes
PILEDRIVERMAN	\$ 45.74	34.10
* CARP0056-004 08/01/2022		

	Rates	Fringes
DIVER TENDER	\$ 52.15	34.10
DIVER	\$ 68.70	35.57
* CARP0327-002 03/01/2022		

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

	Rates	Fringes
CARPENTER	\$ 53.87	29.62
* CARP0339-002 03/01/2022		

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

https://sam.gov/wage-determination/MA20230008/3

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Wellesley, Westwood, Weymouth, Wrentham) COUNTIES

	Rates	Fringes
CARPENTER	\$ 44.53	29.52
* CARP0346-001 09/01/2021		

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

	Rates	Fringes
CARPENTER	\$ 44.18	29.27
* CARP0624-002 09/01/2017		

DUKES; NANTUCKET

	Rates	Fringes
CARPENTER	\$ 46.43	28.35
* CARP0624-006 09/01/2017		

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

	Rates	Fringes
CARPENTER	\$ 39.28	27.90
* CARP1121-001 01/02/2023		

SUFFOLK COUNTY

	Rates	Fringes
MILLWRIGHT	\$ 46.29	31.18
* CARP1121-005 01/02/2023		

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET, NORFOLK and PLYMOUTH COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 40.94	31.18
* ELEC0096-001 09/04/2022		

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

	Rates	Fringes
ELECTRICIAN	\$ 45.50	30.92
Teledata System Installer	\$ 34.19	29.33
* ELEC0099-001 06/01/2021		

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN	\$ 43.61	54.71%
Teledata System Installer	\$ 31.21	13.1%+14.93
* ELEC0103-002 03/01/2023		

ESSEX (Amesbury, Andover, Buxford, 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
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ELECTRICIAN \$ 59.23 35.52
 * ELEC0103-004 03/01/2023

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

Rates Fringes
 ELECTRICIAN \$ 59.23 35.52

* ELEC0103-005 03/01/2023

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

Rates Fringes
 ELECTRICIAN \$ 59.23 35.52

ELEC0104-001 08/29/2022

Rates Fringes
 Line Construction:
 Cableman \$ 53.06 28.49+A
 Equipment Operator \$ 45.10 25.20+A
 Groundman \$ 29.18 12.10+A
 Lineman \$ 53.06 28.49+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 09/01/2022

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

Rates Fringes
 ELECTRICIAN \$ 46.35 31.18%+14.50

ENGI0004-009 12/01/2021

Rates Fringes
 Power equipment operators:
 Group 1 \$ 51.38 30.10
 Group 2 \$ 50.83 30.10
 Group 3 \$ 33.09 30.10
 Group 4 \$ 41.76 30.10
 Group 5 \$ 23.48 30.10
 Group 6 \$ 20.44 30.10

HOURLY PREMIUM FOR BODM LENGTHS (Including Jib):
 Over 150 Ft. +2.18
 Over 185 Ft. +3.84
 Over 210 Ft. +5.39
 Over 250 Ft. +8.16
 Over 295 Ft. +11.29
 Over 350 Ft. +13.14

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); cog trucks; 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: Assistant engineer (fireman)
 GROUP 5: Oiler (other than truck cranes and gradalls)
 GROUP 6: Oiler (on truck cranes and gradalls)

IRON0007-001 03/16/2022

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, Brockton, Duxbury, East Bridgewater, 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, Peppereil, Tewksbury, Tyngsboro, Westford, Wilmington)

Rates Fringes
 IRONWORKER
 AREA 1 \$ 50.60 34.81
 AREA 2 \$ 46.19 39.20

IRON0007-010 09/16/2022

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

Rates Fringes
 IRONWORKER \$ 51.29 35.84

IRON0037-002 09/16/2022

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 (Bellingham, Franklin, Plainville, Wrentham); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

Rates Fringes
 IRONWORKER \$ 39.01 31.58

LAB00022-006 12/01/2021

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

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Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	Rates	Fringes
Laboreers:		
GROUP 1.....	\$ 41.18	27.52
GROUP 2.....	\$ 41.43	27.52
GROUP 3.....	\$ 41.93	27.52
GROUP 4.....	\$ 42.18	27.52
GROUP 5.....	\$ 24.50	27.52
GROUP 6.....	\$ 43.18	27.52

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

LAB00022-012 12/01/2021

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
Laboreers:		
GROUP 1.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59
GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 24.50	26.59
GROUP 6.....	\$ 37.41	26.59

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

LAB00022-013 12/01/2021

	Rates	Fringes
Laboreers:		
(FREE AIR OPERATION): SHIELD DRIVEN AND LINER PLATE IN FREE AIR		
GROUP 1.....	\$ 45.48	28.02
GROUP 2.....	\$ 45.48	28.02
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		

3/9/23, 11:40 AM

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TEST BORING & WELL DRILLING		
Driller.....	\$ 42.58	27.67
Laborer.....	\$ 41.18	27.67
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		
OPEN AIR CASSON, UNDERPINNING WORK & BORING CREW		
Bottom man.....	\$ 42.33	27.67
Laborers; Top man.....	\$ 41.18	27.67
(TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR)		
GROUP 1.....	\$ 42.05	28.02
GROUP 2.....	\$ 53.41	28.02
GROUP 3.....	\$ 53.41	28.02
GROUP 4.....	\$ 53.41	28.02
GROUP 5.....	\$ 53.41	28.02
GROUP 6.....	\$ 55.41	28.02
CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)		
GROUP 1.....	\$ 45.48	28.02
GROUP 2.....	\$ 45.48	28.02
ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 42.93	28.02
GROUP 2.....	\$ 45.48	28.02
GROUP 3.....	\$ 45.48	28.02
GROUP 4.....	\$ 45.48	28.02
GROUP 5.....	\$ 47.48	28.02

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 motomen; 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

LAB01421-001 12/01/2021

WRECKING LABORERS:

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 41.33	27.37
Group 2.....	\$ 42.08	27.37
Group 3.....	\$ 42.33	27.37
Group 4.....	\$ 37.33	27.37
Group 5.....	\$ 48.43	27.37
Group 6.....	\$ 41.33	27.37

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 07/01/2019

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

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 39.86	30.25
Spray, Sandblast.....	\$ 41.26	30.25
REPAINT:		
Brush, Taper.....	\$ 37.92	30.25
Spray, Sandblast.....	\$ 39.32	30.25

PAIN0035-015 07/01/2019

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

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 45.65	30.25
Spray, Sandblast.....	\$ 47.05	30.25
REPAINT:		
Brush, Taper.....	\$ 43.71	30.25
Spray, Sandblast.....	\$ 45.11	30.25

PLAS0534-001 01/01/2020

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 43.00	37.66

* PLUM0004-001 03/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 51.50	28.07

PLUM0012-001 02/27/2022

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.....	\$ 63.39	30.83

PLUM0012-003 02/27/2022

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.....	\$ 63.39	30.83

PLUM0012-005 02/27/2022

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.....	\$ 63.39	30.83

PLUM0051-005 09/01/2018

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.04	29.91

PLUM0537-001 03/01/2022

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

	Rates	Fringes
PIPEFITTER.....	\$ 60.28	32.48

TEAM0379-001 08/01/2022

	Rates	Fringes
Truck drivers:		
Group 1	\$ 34.98	31.36+a+b
Group 2	\$ 35.15	31.36+a+b
Group 3	\$ 35.22	31.36+a+b
Group 4	\$ 34.44	31.36+a+b
Group 5	\$ 35.44	31.36+a+b
Group 6	\$ 35.73	31.36+a+b
Group 7	\$ 36.02	31.36+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

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

Note: Executive Order (EO) 13786, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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:

3/9/23, 11:40 AM

SAM.gov

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

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

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

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

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

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

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

END OF GENERAL DECISION

Appendix D
General Conditions
Federally Required Conditions for Construction Contracts

General Conditions for Federally Funded Contracts

OVERALL COMPLIANCE

1. Grantee shall comply with all provisions of the Housing and Community Development Act of 1974 and regulations issued pursuant thereto, the Community Development Block Grant (CDBG) Entitlement Program Regulations, 24 CFR 570 et seq. and instructions issued by the Funding source, and with all federal, state and local laws applicable to this contract.
2. Grantee shall comply with U.S. Office of Management and Budget (OMB) Circular A-102. Grantee hereby consents to jurisdiction of the federal court.
3. Grantee shall permit the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Grantee relating to this contract.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

4. Grantee shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.
5. The Grantee agrees to comply with all rules, regulations and relevant orders issued pursuant to the Rehabilitation Act of 1973. In the event of the Grantee's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and orders issued pursuant to the Rehabilitation Act. The Grantee shall notify all those with whom it has contracted that the subgrantee is bound by the terms of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

ENVIRONMENTAL PROTECTION

6. National Environmental Policy Act: The Grantee shall cooperate and assist the City in complying with the HUD Environmental Review Procedures (24 CFR Part 58).
7. Clean Air Act: If this contract is in excess of \$100,000.00, Grantee shall comply with the Clean Air Act of 1970.

HISTORIC PRESERVATION

8. Grantee shall comply with all federal laws and regulations governing historic preservation, the Historic Districts Act of the Commonwealth of Massachusetts (G.L. Ch. 40C) and the City of Somerville Historic District Ordinance.

WORK HOURS AND SAFETY STANDARDS

9. In construction contracts in excess of \$2,000 and other contracts in excess of \$2,500, the Grantee shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-330.)

CONFLICT OF INTEREST

10. Grantee shall comply with all federal and state conflict of interest statutes and regulations.

NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

11. Grantee shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations thereto. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease, or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee, the City of Somerville and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

COPYRIGHTS AND PATENTS

12. Copyrights: The Grantee agrees that where any activity performed under this contract results in a book or other copyrightable material the Grantee is free to copyright the work, but the City and HUD reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

13. Patents: The Grantee agrees that if activities performed under this contract produce any patentable items, patent rights, processes, or inventions, such fact shall be promptly and fully reported to the City and HUD, and absent an agreement to the contrary, HUD shall determine whether protection of such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon shall be allocated and administered in order to protect the public interest.

UNIFORM ADMINISTRATIVE REQUIREMENTS

The following uniform administrative requirements set forth in 24 CFR 570.502 are applicable to grantees which fall within the definition of "subrecipient" set for in 24 CFR 570.500:

14. Subrecipients which are Government Agencies: subrecipients which are governmental Agencies shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provisions, as specified in this paragraph: (1) Section 85.3, "Definitions"; (2) Section 85.6, "Exceptions"; (3) Section 85.12, "Special grant or subgrant conditions for 'high risk' grantees"; (4) Section 85.20, "Standards for financial management systems", except paragraph (a); (5) Section 85.21, "Payment", except as modified by §570.513; (6) Section 85.22, "Allowable Costs"; (7) Section 85.26, "Non-federal audits"; (8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income; (9) Section 85.3, "Supplies"; (10) Section 85.34, "Copyrights"; (11) Section 85.35, "Subawards to debarred and suspended parties"; (12) Section 85.36, "Procurement", except paragraph (a); (13) Section 85.37 "Subgrants"; (14) Section 85.40, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f); (15) Section 85.41, "Financial Reporting", except paragraphs (a), (b), and (e); (16) Section 85.42 "Retention and Access Requirements for Your Records", except that the period shall be four years; Section 85.43, "Enforcement"; (18) Section 85.44 "Termination for Convenience", (19) Section 85.51, "Later Disallowances and Adjustments" and (20) Section 85.52, "Collection of Amounts Due".
15. Subrecipients, except Subrecipients who are Governmental Agencies: subrecipients, except subrecipients who are governmental entities shall comply with the requirement and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative Requirements of OMB Circular A-110 (implemented at 24 CFR part 84,

“Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations”) or the related CDBG provision as specified in this paragraph:

- (1) Subpart A – “General”;
- (2) Subpart B – “Pre-Award Requirements” except for §84.12, “Forms for Applying for Federal Assistance”;
- (3) Subpart C – “Post-Award Requirements”, except for
 - (i) Section 84.22, “Payment Requirements”, Grantee shall follow the standards of §85.20(b)(7) and §85.21 in making payments to subrecipients;
 - (ii) Section 84.23, “Cost Sharing and Matching”;
 - (iii) Section 84.24, “Program Income”. In lieu of §84.24m CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, “Revision of Budget and Program Plans”;
 - (v) Section 84.32, “Real Property”. In lieu of §85.32, CDBG Subrecipients shall follow §570.505;
 - (vi) Section 84.24(g), “Equipment”. In lieu of disposition provisions of §84.34(g), the following applies: (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), “Monitoring and Reporting Program Performance”;
 - (viii) Section 84.52, “Financial Reporting”;
 - (ix) Section 84.53(b), “Retention and Access Requirements for Records”. Section 84.53(b) applies with the following exceptions: (A) the retention period reference in §84.53(b) pertaining to individual CDBG activities shall be four years; and (B) the retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, “Termination”. In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7)
- (4) Subpart D - “After-the-Award Requirements”, except for §84.71, “Closeout Procedures”.

REAL PROPERTY ACQUIRED WITH CDBG FUNDS

16. In accordance with 24 CFR 570.503, “subrecipients”, as defined in §570.500, shall ensure that real property acquired with CDBG funds (including funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either
 - (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement or for such longer period of time as determined to be appropriate by the recipient;
or
 - (ii) If not used in accordance with the foregoing paragraph, the subrecipient shall pay to the recipient an amount equal to the current

market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or, or improvement to, the property, which shall be program income to the recipient, provided however that no payment is required after the period of time specified in the foregoing paragraph.

COMPLIANCE WITH SUBPART K – OTHER PROGRAM REQUIREMENTS

All grantees, including “subrecipients” as defined in 24 CFR 570.500, shall comply with applicable program requirements set forth in Subpart K, 24 CFR 570.600, including the following:

- 570.601 Public Law 88-352, which is title VI of the Civil Rights Act; Public Law 90-284, affirmatively furthering Fair Housing; and Executive Order 11063, as amended, dealing with equal opportunity in housing.
- 570.602 Section 109 of Title I of the Housing and Development Act of 1974 (the “Act”) requiring that no person in the United States shall, on the ground of race, color, national origin, religion, sex, age or disability, be denied the benefits of or subject to discrimination under any program or activity receiving federal financial assistance under the Act.
- 570.603 The Labor Standards in Section 110(a) of the Act, including compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327).
- 570.604 Environmental Standards set forth at 24 CFR Part 58, except that subrecipient does not assume the recipient’s environmental responsibilities described at 24 CFR 570.604, nor is the subrecipient responsible for initiating the review process under the provisions of 24 CFR Part 52.
- 570.605 The National Flood Insurance Program, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and regulations at 44 CFR Parts 59 through 79.
- 570.606 Residential Anti-displacement regulations at 24 CFR Part 42, Subpart B; relocation assistance regulations at 49 CFR Part 29; and regulations governing acquisition of real property for an assisted activity at 49 CFR Part 24, Subpart B.
- 570.607 Equal employment opportunities as set forth in Executive Order 11246, as amended by subsequent Executive Orders; equal protection of the laws for faith-based and community organizations as set forth in Executive Order 13279; and contracting opportunities set forth in Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations.
- 570.608 The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, Subparts A through R, except that only Subparts A, B, J, K, and R apply to the CDBG Program. *In addition, as required by 24 CFR, 35.145, all lead-based paint activities shall also comply with the National Environmental Review Policy Act of 1969 (42 U.S.C. 4321), and the Toxic Substances Control Act, Title IV (15 U.S.C. 2860) and other environmental laws and authorities.*
- 570.609 Use of debarred, suspended, or ineligible contractors or subrecipients, as set forth in 24 CFR Part 5.
- 570.610 Uniform Administrative Requirements and Cost Principles. The City, as “recipient” and all “subrecipients” as both terms are defined in 24CFR 570.500, and other grantees receiving federal funds to which the following policies, guidelines, and requirements are applicable, shall comply with 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they related to the acceptance and use of federal funds.

APPENDIX D
General Conditions

GENERAL TERMS AND CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION, RECONSTRUCTION, ALTERATIONS,
REMODELING, OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORKS
IN THE CITY OF SOMERVILLE

TABLE OF CONTENTS

Article 1: DEFINITIONS
Article 2: ABOUT THE CONTRACT DOCUMENTS
Article 3: THE CITY
Article 4: THE DESIGN PROFESSIONAL
Article 5: THE CONTRACTOR
Article 6: SUBCONTRACTORS
Article 7: PERFORMANCE AND PAYMENT BONDS
Article 8: INSURANCE REQUIREMENTS
Article 9: TESTS AND INSPECTIONS
Article 10: UNCOVERING AND CORRECTING WORK
Article 11: CHANGES IN THE WORK
Article 12: CHANGE IN THE CONTRACT TIME
Article 13: PAYMENTS
Article 14: SUBSTANTIAL COMPLETION
Article 15: GUARANTEES AND WARRANTIES
Article 16: CLAIMS
Article 17: EMERGENCIES
Article 18: TERMINATION OR SUSPENSION OF THE CONTRACT
Article 19: AMERICANS WITH DISABILITIES ACT
Article 20: WRITTEN NOTICE TO THE PARTIES
Article 21: MISCELLANEOUS PROVISIONS

ARTICLE I
DEFINITIONS

1.1. In General.

1.1.1. **Well-known meanings.** When words or phrases that have a well-known technical, or construction industry, or trade meaning are used in the Contract Documents, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

1.1.2. **Capitalization.** The words and terms defined in this Article are capitalized in these General Terms and Conditions of the Contract. Other capitalized words may refer to a specific document found in the Contract Documents.

1.1.3. **Persons.** Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

1.1.4. **Singular and Plural.** The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

1.2. Definitions.

1.2.1. **Agreement.** The Agreement is the written document between the City and the Contractor which is titled: Owner-Contractor Public Construction Agreement, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, these general conditions, the performance bond, the labor and materials or payment bonds, certificates of insurance, and all Modifications of the Agreement.

1.2.2. **Change Order.** A Change Order is a document which is signed by the Contractor, the Design Professional, and the City; which is directed to the Contractor; which authorizes the Contractor to make an addition to, a deletion from or a revision in the Work, or an adjustment in the Contract Sum or in the Contract Time; and which is issued on or after the date of the Agreement between the Contractor and the City.

1.2.3. **City.** The City refers to the City of Somerville, which is the owner of the Project and is the public awarding authority with whom the Contractor has entered into the Contract and for whom the Work is to be provided.

1.2.4. **Claim.** A Claim is a dispute, demand, or assertion by one of the parties arising out of or relating to the Contract for which such party is seeking relief.

1.2.5. **Contract.** The Contract consists of all the Contract Documents. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification to the Contract signed by both parties.

1.2.6. **Contract Documents.** The Contract Documents consist of the Agreement; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the Contractor's Bid and all accompanying documents; and the Design Professional's written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the Design Professional in preparing the Contract Documents are not Contract Documents.

1.2.7. **Contractor.** The Contractor is the person who is awarded the Contract for the Project herein pursuant to M.G.L. c. 149, §44A or M.G.L. c. 39, §39M; and is identified in the Agreement as such. The term "Contractor" is intended to include the Contractor as well as its authorized representative(s).

1.2.8. **Contract Sum.** The Contract Sum is the total amount stated in the Agreement payable by the City to the Contractor for the completion of the Work in accordance with the Contract Documents.

1.2.9. **Contract Time.** Unless otherwise provided, the Contract Time is the number of days allotted in the Contract Documents or the dates stated in the Agreement, including authorized adjustments, for Substantial Completion.

1.2.10. **Coordination Drawings.** Coordination Drawings are those drawings, which are prepared by the Contractor or a Subcontractor that show the exact alignment, physical locations, and configuration of the mechanical, electrical, and fire protection installations.

1.2.11. **Day.** The term "day" shall mean calendar day unless otherwise stated.

1.2.12. **Design Professional.** The Design Professional is the person lawfully licensed to practice architecture, engineering, or landscape architecture and has been selected by the City to administer the Contract. The term "Design Professional," while referred to in the singular, means the Design Professional and/or the Design Professional's representative.

1.2.13. **Field Order.** A Field Order is a written order issued by the Design Professional which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

1.2.14. **Final Completion.** Final Completion is the point in time when the Design Professional finds that the Work has been fully completed in accordance with the Contract Documents. Final Completion shall be no later than thirty (30) days after Substantial Completion.

1.2.15. **General Requirements.** General Requirements refer to Sections of Division 1 of the Specifications.

1.2.16. **Modification.** A Modification is a written instrument that amends the Contract after execution of the Agreement.

1.2.17. **Notice to Proceed.** A Notice to Proceed is a written notice given by the City, or the Design Professional, to the Contractor fixing the date on which the Contract Time will begin to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.2.18. **Plans.** The Plans are the drawings which are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, dimensions, scope, extent, and character of the Work to be furnished and performed by the Contractor and which have been prepared or approved by the Design Professional.

1.2.19. **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Product Data are not considered part of the Contract Documents.

1.2.20. **Project.** The Project is the total Work to be provided under the Contract Documents and may be the whole or a part as indicated elsewhere in the Contract Documents and may include construction by the City or by separate contractors. The Project is the Work described in the invitation to bid (advertisement) and Specifications and illustrated by the Plans, including any Modifications.

1.2.21. **Project Manual.** The Project Manual is the entire set of bidding documents which includes, but is not limited to, the invitation to bid (advertisement), the instructions to bidders, all of the forms, the wage rates, all City and state requirements, the General Terms and Conditions of the Contract, any supplementary conditions thereto, the Plans, the Specifications, and all addenda.

1.2.22. **Proposed Change Order.** A Proposed Change Order is a Change Order that has been submitted by the Contractor to the Design Professional, is under review, and has not been approved by the City.

1.2.23. **Samples.** Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged. Samples are not considered part of the Contract Documents.

1.2.24. **Shop Drawings.** Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information that are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work. Shop Drawings are not considered part of the Contract Documents.

1.2.25. **Site.** The Site is the location of the Project and of the Work.

1.2.26. **Specifications.** Specifications are those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.2.27. **Subcontractor.** A Subcontractor is a person who contracts directly with the Contractor, unless otherwise stated.

1.2.28. **Submittals.** Submittals are those Shop Drawings, Product Data, Samples, or any other required document that are provided to the Design Professional for review and approval.

1.2.29. **Substantial Completion.** Substantial Completion means that the Work has been completed and the Site or the facility is opened for full and intended public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The Design Professional shall decide what constitutes "minor," "incomplete," "unsatisfactory," and "materially" and the Design Professional's decision shall be final.

1.2.30. **Sub-subcontractor.** A Sub-subcontractor is a person who has contracted directly with a Subcontractor.

1.2.31. **Supplier.** A Supplier is a manufacturer, fabricator, distributor, material person, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated into the Work by the Contractor or any Subcontractor.

1.2.32. **Work.** Work refers to the services and the entire completed construction or the various separately identifiable parts thereof required by the Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.2.33. **Construction Change Directive.** A Construction Change Directive is a written directive to the Contractor ordering an addition to, a deletion from, or a revision to the Work issued on or after the date of the Agreement, signed by the City, and recommended by the Design Professional.

ARTICLE 2

ABOUT THE CONTRACT DOCUMENTS

2.1. Priority/Conflict.

2.1.1. **Priority Among Contract Documents.** In the event of conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

Highest Priority:	Modifications
Second Priority:	Agreement
Third Priority:	Addenda-later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Plans and Specifications

2.1.1.1. If there is a conflict between the Plans and Specifications, the figured dimensions shall govern over the sealed dimensions. Detailed Plans shall govern over the general Plans. Larger scale Plans shall take precedence over smaller scale Plans. Plans shall govern over Shop Drawings. Whenever notes, specifications, dimensions, details, or schedules in the Specifications or in the Plans, or between the Specifications and the Plans, or in all other instances not specifically noted above, the Contractor shall provide, unless otherwise directed by a Modification of the Contract, the better quality or greater quantity of Work at no increase in the Contract Sum or in the Contract Time.

2.1.1.2. Compliance with these priority conditions shall not justify any changes in the Work or any increase in the Contract Sum or Contract Time, unless any such compliance results in Work that may not be reasonably inferred from the Contract Documents as being required to produce the intended result as determined by the Design Professional.

2.1.2. **Review of the Contract Documents and Field Conditions and Discovery of Conflict, Error, Ambiguity, or Discrepancy.** Before starting the Work, and during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the City pursuant to Article 3 and shall at once report to the Design Professional any error, inconsistency, or omission the Contractor may discover. Any necessary change shall be ordered as provided in Article 11, subject to the requirements of any other provisions of the Contract Documents. The Contractor shall not proceed with the Work affected thereby (except in an emergency) until a Modification has been issued. If the Contractor proceeds with the Work having discovered such errors, inconsistencies, or omissions contrary to the provisions contained herein, or if by reasonable study of the Contract Documents the Contractor could have discovered such, the Contractor shall bear all costs arising therefrom. The Contractor shall be liable to the City for failure to report any conflict, error, ambiguity, or discrepancy of which it knew or should have known.

2.1.3. **Field Measurements.** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Design Professional at once.

2.1.4. **Statutory Provisions.** The City and the Contractor recognize that other rights duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they may not be provided for in the Contract Documents. In case of conflict between the statutory provisions and other provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern.

2.1.5. **Voided or Unlawful Provisions.** In the event any provision in the Contract is voided or deemed unlawful, such provision shall be deleted without affecting the remainder of the Contract.

2.2. Execution.

2.2.1. Execution of the Agreement by the Contractor is a representation that the Contractor has visited the Site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

2.3. Intent.

2.3.1. **Entire Agreement.** The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary; what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

2.3.2. **Statutory Provisions.** Each and every provision of law, code, and regulation, required by law to be inserted

In these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

2.3.3. Functionally Complete Project. It is the intent of the Contract Documents to describe a functionally complete Project. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Any Work, materials, or equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed by the Contractor whether or not specifically called for in the Contract Documents.

2.3.4. Indications or Notations. All indications or notations which apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

2.3.5. Standards or Quality of Materials or Workmanship. Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

2.3.6. Manufactured Products. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

2.3.7. Mechanical, Electrical, and Fire Protection Plans. The mechanical, electrical, and fire protection Plans are diagrammatic only and are not intended to show the alignment, physical locations, or configurations of such Work. Such Work shall be installed without additional cost to the City to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare Coordination Drawings and demonstrate to the Design Professional's satisfaction that the installations will comply with the preceding sentence. The Contractor shall be solely liable and responsible for any costs and/or delays resulting from the Contractor's failure to prepare such Coordination Drawings.

2.3.8. Locations of Fixtures and Outlets. Exact locations of fixtures and outlets shall be obtained from the Design Professional as provided in Article 5 before the Work is roughed in. Work installed without such information from the Design Professional shall be relocated at the Contractor's expense.

2.3.9. Tests. When test boring or soil test information are included with the Contract Documents or otherwise made available to the Contractor and such test boring or soil test information was obtained by the City for use by the Design Professional in the design of the Project or Work, the City does not hold out such information to the Contractor as an accurate or approximate indication of subsurface conditions, and no claim for extra cost of extension of time resulting from a reliance by the Contractor on such information shall be allowed except as otherwise provided herein. Any such reports are not part of the Contract Documents.

2.3.10. Joining Work. Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified.

2.4. Organization.

2.4.1. Except as provided in M.G.L. c. 149, §44F, the organization of the Specifications into divisions, sections, and articles, and the arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

2.5. References.

2.5.1. Where codes, manuals, specifications, standards, requirements and publications of public and private bodies are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated. Where statutes are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision.

2.5.2. References herein to particular paragraphs or Articles are solely to facilitate finding additional information with regard to the specific matters and are not to be construed in any way as limiting the possible paragraphs and Articles in which such matters may be found elsewhere in this document.

2.6. Reuse of Design Professional's Written Instruments.

2.6.1. Neither the Contractor nor any Subcontractor or Supplier shall have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents prepared by the Design Professional and shall not reuse any of such Plans, Specifications, or other documents without prior written consent of the City and the Design Professional.

2.7. Written Material of the Contractor.

2.7.1. All written material prepared or collected by the Contractor in the course of completing the Work shall be the exclusive property of the City and shall not be used by the Contractor for any purpose other than the purpose of this Contract.

2.8. Modifying Words.

2.8.1. In the interest of simplicity, modifying words such as "all" and "any" may be omitted, but the fact that such words may be absent from one sentence and appear in another is not intended to affect the interpretation of either statement.

2.9. Use of Certain Words and Terms.

2.9.1. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the City or of the Design Professional as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

2.9.2. The use of any such term or adjective shall not be effective to change the duties and responsibilities of the City or the Design Professional from those assigned in the Contract Documents or to assign any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

2.9.3. When the words "Contractor," "Subcontractor," "Sub-subcontractor," and "Supplier" are used, they are intended to include their employees and agents, unless otherwise specified.

2.10. Modification of the Contract Documents.

2.10.1. Major Modifications. Major Modifications may affect the Contract Sum or the Contract Time. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways, all of which must contain a written endorsement by the City:

- 2.10.1.1.** a formal written amendment;
- 2.10.1.2.** a Change Order;
- 2.10.1.3.** a Construction Change Directive; or
- 2.10.1.4.** the Design Professional's written interpretation, clarification, or decision.

2.10.2. Minor Modifications. Minor modifications do not affect the Contract Sum or the Contract Time. The requirements of the Contract Documents may be supplemented and minor variations and deviations of the Work may be authorized in one or more of the following ways:

- 2.10.2.1.** a Field Order; or
- 2.10.2.2.** the Design Professional's approval of a Shop Drawing or Sample.

ARTICLE 3 THE CITY

3.1. Signatory.

3.1.1. All documents which require a signature or an endorsement by the City must be signed by the Mayor in order to be deemed ratified by the City.

3.2. Requirements to Provide Documents.

3.2.1. To the extent they are available, the City shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the Site.

3.2.2. The City shall obtain and pay for necessary approvals, easements, assessments, and charges that are customarily secured prior to the execution of the Contract.

3.2.3. The City shall furnish information or services required of the City hereunder with reasonable promptness after receipt from the Contractor of a written request for such information or services.

3.2.4. The City shall provide the Contractor, at no charge, such copies of the Project Manual as are reasonably necessary for the execution of the Work.

3.3. Clerk of the Works.

3.3.1. The City may engage a Clerk of the Works for this Project, in which case the City shall, upon request of the Contractor, provide the Contractor with a written statement of the duties, responsibilities, and limitations of authority of such Clerk of the Works. Except as expressly set forth in such written statement, the Clerk of the Works shall have no authority to approve Work, to approve Change Orders, or to exercise any of the power and authority of the City or the Design Professional. The Clerk of the Works shall observe the Contractor's operations and construction activities for compliance with the Plans and Specifications. The Clerk of the Works shall have access to all areas of the Project at all times. The Contractor shall fully cooperate with the Clerk of the Works in the performance of the Clerk's duties.

3.4. City's Right to Perform Construction and to Award Separate Contracts.

3.4.1. The City reserves the right to perform construction or operations at the Site with its own forces or others. If the Contractor claims that a delay or additional cost is involved because of such action by the City, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

3.4.2. When the separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate City-Contractor Agreement.

3.4.3. The City shall provide for coordination of the activities of the City's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall afford each other person access to the Site and shall properly coordinate its Work with that of the persons performing other work. The Contractor shall participate with other separate contractors and the City in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedules deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the City until subsequently revised.

3.5. Limitations on the City's Responsibilities.

3.5.1. The City shall not supervise, direct, or have control or authority over, nor be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws, codes and regulations applicable to the furnishing or performance of the Work. The City will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. The City is not responsible for the acts or omissions of the Contractor, any Subcontractor, Supplier, or anyone for whose acts the Contractor, any Subcontractor or Suppliers may be liable.

3.5.2. The City's authority to review any of the Contractor's progress schedules, or its decision to raise or not to raise any objections about such schedules shall not impose on the City any responsibility for the timing, planning, scheduling, or execution of the Work, nor in any way give rise to any duty or responsibility on the part of the City to exercise this authority for the benefit of the Contractor, any Subcontractor or Supplier or any other party.

3.5.3. The City's decision to raise or not to raise objections with regard to any aspects of the Contractor's insurance shall in no way give rise to any duty or responsibility on the part of the City to or for the benefit of the Contractor, any Subcontractor, any Supplier, or any other party.

3.6. Reservation of Rights.

3.6.1. The City reserves the right to correct at any time any error in any progress payment that may have been made.

3.6.2. Should defective Work be discovered subsequent to final payment, the City reserves the right to make a claim and recover all costs and professional fees associated therewith, including the cost of removing and/or replacing the defective Work.

3.7. Waivers.

3.7.1. All waivers by the City are valid only to the extent that they are signed by the City. Any such waivers pertain only to the specific matter contained in the waiver and not to any similar, subsequent matters.

ARTICLE 4 THE DESIGN PROFESSIONAL

4.1. City's Representative.

4.1.1. The Design Professional is the City's representative (1) during construction, (2) until final payment is due, and (3) with the City's concurrence, from time to time during the correction period described in Article 10. The Design Professional will advise and consult with the City. The Design Professional will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise modified by a written instrument in accordance with other provisions of the Contract.

4.1.2. The duties, responsibilities, and the limitations of authority of the Design Professional as the City's representative during construction are set forth in the Contract Documents and shall not be extended without the written consent of the City and the Design Professional.

4.2. Administration of the Contract.

4.2.1. The Design Professional will provide administration of the Contract as described in the Contract Documents, unless the City has engaged a construction manager.

4.3. Visits to the Site.

4.3.1. The Design Professional will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, engineer, or landscape architect, the Design Professional will keep the City informed of progress of the Work in writing and will endeavor to guard the City against defects and deficiencies in the Work.

4.4. Communications Facilitating Contract Administration.

4.4.1. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the City and the Contractor shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with Subcontractors and Suppliers shall be through the Contractor. Communications by and with City employees and separate contractors shall be through the City.

4.4.2. When it deems it necessary or expedient, the City may communicate directly with the Contractor, any Subcontractors, Suppliers, or consultants.

4.5. Certification of Applications for Payment.

4.5.1. Based on the Design Professional's observations and evaluations of the Contractor's applications for payment, the Design Professional will review and certify the amounts due the Contractor and will issue certificates for payment in such amounts.

4.6. Rejection of Work.

4.6.1. The Design Professional will have authority to reject or disapprove Work (1) that does not conform to the Contract Documents; (2) that the Design Professional believes to be defective; and (3) that the Design Professional believes will not produce a completed Project conforming to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the Work in accordance with Article 9, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, Suppliers, or other persons performing portions of the Work.

4.7. Review of Submittals.

4.7.1. The Design Professional will review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and only to the extent that the Design Professional believes desirable to protect the City's interest. The Design Professional's action will be taken with reasonable promptness, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review, taking into account the

time periods set forth in the latest schedule prepared by the **Contractor** and approved by the **Design Professional**. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the **Contractor** as required by the Contract Documents. The **Design Professional's** review of the **Contractor's** submittals shall not relieve the **Contractor** of the obligations under Article 5. The **Design Professional's** review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The **Design Professional's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. After the rejection of the second resubmittal of any one Submittal, the **Contractor** shall bear the cost of the review of each subsequent resubmittal.

4.8. Preparation of Change Orders and Construction Change Directives.

4.8.1. The **Design Professional** will prepare Change Orders and Construction Change Directives and may authorize minor Modifications in the Work as provided in Article 11.

4.9. Inspections.

4.9.1. The **Design Professional** will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; will receive and forward to the **City** for the **City's** review and records written warranties and related documents required by the Contract and assembled by the **Contractor**; and will issue a final certificate for payment upon the **Contractor's** compliance with all of the requirements of the Contract Documents.

4.10. Interpretations, Clarifications, and Decisions.

4.10.1. The **Design Professional** will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the **City** or the **Contractor**. The **Design Professional's** response to such requests will be made with reasonable promptness and within the time set forth in the Agreement between the **City** and the **Design Professional**. Any such written interpretations, clarifications, and decisions shall be binding on the **Contractor**.

4.10.2. Interpretations, clarifications, and decisions of the **Design Professional** will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. The **Design Professional** will not be liable to the **Contractor**, any Subcontractor, or Supplier for results of interpretations, clarifications, or decisions so rendered in good faith.

4.10.3. The **Design Professional** may, as the **Design Professional** judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by a Field Order or other notice to the **Contractor**, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without any additional cost or an extension of the Contract Time.

4.10.4. The **Design Professional's** decisions on matters relating to aesthetic effect must be consistent with the **City's** and will be final.

4.11. Limitation on the Design Professional's Responsibilities.

4.11.1. Neither the **Design Professional's** authority to act under the provisions of the Contract Documents nor any decision made by the **Design Professional** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Design Professional** to the **Contractor**, any Subcontractor, any Supplier, any surety for any of them or any other person.

4.11.2. The **Design Professional** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the **Contractor's** responsibility as provided in Article 5. The **Design Professional** will not be responsible for the **Contractor's** failure to carry out the Work in accordance with the Contract Documents. The **Design Professional** will not have control over or charge of and will not be responsible for acts or omissions of the **Contractor**, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

ARTICLE 5 THE CONTRACTOR

5.1. Relationship with the City.

5.1.1. The **Contractor** is an independent contractor and not an employee of the **City**. The **Contractor** is engaged by virtue of the Contract to perform only those services contained therein. The **Contractor** is not authorized to contract on behalf of the **City** or to incur any liability on the part of the **City**.

5.2. Code of Conduct.

5.2.1. M.G.L. c. 268A establishes standards of conduct for officials and employees of the **City**. The **Contractor** shall familiarize itself with the statute and act accordingly.

5.3. Quality Assurance.

5.3.1. The **Contractor** shall be responsible for ensuring that it, all Subcontractors, Suppliers, and all persons employed to do the Work under the Contract Documents perform in a professional manner, provide a high quality of service and Work, and perform in accordance with the Contract Documents.

5.4. Supervision.

5.4.1. **Competence and Efficiency.** The **Contractor** shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills, attention and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

5.4.2. **Construction Means, Methods, Techniques, Etc.** The **Contractor** shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. Where the Contract Documents refer to particular construction means, methods, techniques, sequences, or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the **Contractor** shall be such as to produce at least the quality of Work implied by the operations described. The actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the **Contractor**, who shall notify the **Design Professional** in writing, prior to implementation, of the actual means, methods, techniques, sequences, or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences, or procedures shall be borne by the **Contractor**, notwithstanding that such construction means, methods, techniques, sequences, or procedures are referred to, indicated or implied by the Contract Documents, unless the **Contractor** has given timely notice to the **City** and the **Design Professional** in writing that such means, methods, techniques, sequences, or procedures are not safe or suitable, and the **City** has then instructed the **Contractor** in writing to proceed at the **City's** risk.

5.4.3. **Variance between the Contract Documents and Statutes, Ordinances, Codes, Rules, and Regulations.** The **Contractor** shall promptly notify the **Design Professional** and the **City** in writing of any variances between the Contract Documents and statutes, ordinances, codes, rules, and regulations. If the **Contractor**, without written notice to the **Design Professional** and the **City**, performs Work knowing that it is contrary to statutes, ordinances, codes, rules, and regulations, the **Contractor** shall assume full responsibility for such Work and shall bear the costs associated therewith, i.e., replacement, repairs, removal, and fines.

5.4.4. **Acts and Omissions.** The **Contractor** shall be responsible to the **City** for the acts and omissions of all persons performing or supplying the Work.

5.4.5. **Inspections.** The **Contractor** shall be responsible for inspection of portions of Work already performed under this Contract to determine whether such portions are in proper condition to receive subsequent Work.

5.5. Personnel.

5.5.1. **Suitability.** The **Contractor** shall provide competent, properly licensed and/or certified, suitably qualified, and reliable personnel to perform the Work required by the Contract Documents. The **Contractor** shall enforce strict discipline and maintain good order at the site at all times. The **Contractor** shall not employ any Subcontractor, Supplier, or other person, whether initially or as a substitute, against whom the **City** may have reasonable objection. Acceptance of any Subcontractor or other person by the **City** shall not constitute a waiver of any right of the **City** to reject defective Work.

5.5.2. **Sexual Harassment.** Sexual harassment is an unlawful practice under M.G.L. c. 151B. The **Contractor**, Subcontractors, and all other persons responsible for any portion of the Work shall refrain from engaging in sexual harassment. The **Contractor** shall be responsible for any acts of sexual harassment committed by any persons responsible for any portion of the Work. The **Contractor** shall take appropriate action against any such individuals.

5.5.3. **Weapons and Illegal Drugs.** No weapons or illegal drugs are permitted on the Site. It is the responsibility of the **Contractor** to ensure that no weapons or illegal drugs are brought to the Site.

5.5.4. **Maximum Work Day and Work Week.** (Reference: M.G.L. c. 149, §§30 and 34.) No laborer, worker, mechanic, foreperson or inspector working within this Commonwealth in the employ of the **Contractor**, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week, except in cases of emergency.

5.5.5. Lodging. (Reference: M.G.L. c. 149, §25;). Every employee under this Contract shall lodge, board and trade where and with whom he or she elects, and neither the **Contractor** nor its agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

5.5.6. Wage Rates. (Reference: M.G.L. c. 149, §27). Mechanics and apprentices, teamsters, chauffeurs and laborers performing Work shall be paid no less than the minimum rate of wages included in the bid documents and the Project Manual and which are made part of the Contract. They shall continue to be the minimum rate of wages for said employees during the life of the Contract. The **Contractor** shall keep a legible copy of the wage rates posted in a conspicuous place at the site during the life of the Contract. These rates of wages shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in M.G.L. c. 149, §26; and such payments shall be considered as payments to persons under M.G.L. c. 149, §27 performing work as therein provided. If the **Contractor** does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in the rates of wages, the **Contractor** shall pay the amount of said payments directly to each employee engaged in the Work. If the **Contractor** pays less than the rate of wages, including payments to health and welfare funds and pension funds, or the equivalent payments in wages to any person performing Work within the classifications as determined by the Commissioner of Labor and Industries, and if the **Contractor** takes or receives for its own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any part or portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to such person for Work done or service rendered on the Project, the **Contractor** will be subject to the penalties set forth in M.G.L. c. 149, §27. Notwithstanding the foregoing and the requirements of 5.5.7.1 and 5.5.7.2 below, if the Contract is federally funded, federal labor standards apply, including Davis Bacon minimum wage rates and payroll reporting requirements. See the "Federal Requirements" section at the end of these contract documents.

5.5.7. Payroll Records of Employees. (Reference: M.G.L. c. 149, §27B;). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §§27 and 27A shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs, and laborers performing Work showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to all such employees. The **Contractor** and the Subcontractors shall submit a copy of said record to the **City** on a weekly basis.

5.5.7.1. (Reference: M.G.L. c. 149, §27B;). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §§27 and 27A shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

5.5.7.2. (Reference: M.G.L. c. 149, §27B). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §§27 and 27A shall furnish to the Commissioner of Labor and Industries and the **City** within fifteen (15) days after completion of their portion of the Work a statement executed by the **Contractor** or Subcontractor or by any authorized officer or employee of the **Contractor** or Subcontractor who supervises the payment of wages in the form found in M.G.L. c.149, §27B.

5.6. Superintendence.

5.6.1. Employment of a Superintendent. The **Contractor** shall employ a competent, properly licensed superintendent, reasonably acceptable to the **City**, and necessary assistants who shall be in attendance at the Site full time during the progress of the Work until the date of Substantial Completion and for such additional time thereafter as the **Design Professional** or the **City** may determine to be necessary for the expeditious completion of the Work, including final completion. If continually in the employ of the **Contractor**, the same Superintendent shall be assigned to this project.

5.6.2. Removal/Replacement of a Superintendent. The **Contractor** shall remove the superintendent if requested to do so in writing by the **City** and shall promptly replace such superintendent with a competent person reasonably acceptable to the **City**. The superintendent shall represent the **Contractor**, and communications given to the superintendent shall be as binding as if given to the **Contractor**. The **Contractor** shall not replace the superintendent without written notice to the **City** and the **Design Professional**.

5.6.3. Registered Professional Engineer or Registered Land Surveyor. The **Contractor** shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the **Engineer**, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities, and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

5.6.4. Building Grades, Lines, Etc.; The **Contractor** shall establish the building grades; lines; levels; and column, wall and partition lines required by the various Subcontractors in laying out their Work.

5.6.5. Coordination and Supervision. The **Contractor** shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The **Contractor** and all Subcontractors shall at all times afford each trade, any separate contractor, or the **City**, every reasonable opportunity for the installation of Work and the storage of materials.

5.6.6. Job Meetings. There shall be job meetings held on a weekly basis, or more often if required by the **City**. The **Contractor** shall arrange for and attend weekly job meetings with the **Design Professional** and such other persons as the **Design Professional** may from time to time wish to have present. The **Contractor** shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the **Contractor's** own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the **Design Professional**. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and workforce power. Any notices required under the Contract may be served on such representatives.

5.7. Materials, Labor, Equipment, Etc.

5.7.1. Provision of. Unless otherwise provided in the Contract Documents, the **Contractor** shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work. 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, and in accordance with the directions of the Design Professional or CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) 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 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 Design Professional and CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

5.7.1.1. The **Contractor** shall furnish, install and/or maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. Nothing in this Section shall be construed as forbidding the use of facilities available in existing buildings on the job site if they meet the above requirements and the use of them will not interfere with the progress of the work.

5.7.2. Quality and Use of. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the **Design Professional**, the **Contractor** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

5.7.3. Discrepancies or Defects. If the **Contractor** is unable to perform its Work because of discrepancies or defects in the work of the **City's** own forces or of a separate contractor, the **Contractor** shall immediately notify the **Design Professional** and the **City** in writing of the conditions that render unable to so perform. Failure to notify the **Design Professional** constitutes an acknowledgment and acceptance of the other work as being fit and proper for integration with the **Contractor's** Work except for latent or non-apparent defects and deficiencies in the other work.

5.8. Contractor's Management and Financial Statement Requirements. (Reference: M.G.L. c. 30, §39R)

5.8.1. The words defined herein shall have the meaning stated below whenever they appear in this Paragraph:

5.8.1.1. "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to M.G.L. c.149, §44A-H or M.G.L. c. 30, §39M, inclusive.

5.8.1.2. "Contract" means any contract awarded or executed pursuant to M.G.L. c. 149, §44A-H or M.G.L. c. 30, §39M, which is for an amount or estimate amount that exceed the dollar amount set forth in M.G.L. c. 30, §39R.

5.8.1.3. "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

5.8.1.4. "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is

in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the City.

5.8.1.5. "Audit," when used in regard to financial statement, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

5.8.1.6. "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified accountant indicates the scope of the audit which s/he has made and sets forth his/her opinion regarding the financial statements taken as a whole with listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

5.8.1.7. "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

5.8.1.8. Accounting terms, unless otherwise defined herein shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

5.8.2. The Contractor shall make, and keep for at least six (6) years after final payment, books, Records, and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

5.8.2.1. Federal Requirements: The Contractor shall permit the City, HUD and/or any other administering agency named herein, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific HUD program for the purpose of making audits, examinations, excerpts, and transcriptions.

5.8.3. Until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Deputy Commissioner of the Division of Capital Asset Management shall have the right to examine any books, documents, papers or Records of the Contractor or of its Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or its Subcontractors.

5.8.4. The Contractor shall describe any change in the method of maintaining Records or recording transactions which materially affect any statements filed with the City, including in its description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's Independent Certified Public Accountant approving or otherwise commenting on the changes.

5.8.5. The Contractor shall file a Statement of Management on internal accounting controls as set forth below prior to the execution of the Contract.

5.8.6. The Contractor shall file prior to the execution of the contract and shall continue to file annually, an Audited Financial Statement for the most recent completed fiscal year as set forth below.

5.8.7. The Contractor shall file with the City a Statement of Management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

5.8.7.1. transactions are executed in accordance with Management's general and specific authorization;

5.8.7.2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

5.8.7.3. access to assets is permitted only in accordance with Management's general or specific authorization; and

5.8.7.4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

5.8.7.5. The Contractor shall also file with the City a statement prepared and signed by an Independent Certified Public Accountant stating that s/he has examined the Statement of Management on internal accounting controls, and expressing an opinion as to:

5.8.7.5.1. whether the representation of Management in response to this paragraph and paragraphs 5.8.2, through 5.8.6 above are consistent with the result of Management's evaluation of the system of internal accounting controls; and

5.8.7.5.2. whether such representations of Management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

5.8.8. The Contractor shall annually file with the Commissioner of the Division of Capital Asset Management during the term of the contract a financial statement prepared by an Independent Certified Public Accountant on the basis of an Audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the City upon request.

5.8.9. The City's Contracting Department, its authorized representative and agents and the HUD Representative for the Secretary shall, at all times have access to and be permitted to observe and review all work materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) through its authorized representatives or agents. Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in G.L. 4, §7 or equivalent federal legislation. They shall not be made available to the public, but shall be available only to the governmental authorities named herein.

5.9. Taxes.

5.9.1. The Contractor shall pay all sales, consumer, use, and other similar taxes for the Work or portions thereof which are provided by the Contractor which are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. However, the Contractor shall not pay, and the City shall not reimburse or pay the Contractor for, any sales taxes for building supplies or materials for which an exemption is provided in M.G.L. c. 64H, §6(f). The City's tax exemption number to be used by the Contractor in this regard is E04-600-1414.

5.10. Permits, Licenses, and Fees.

5.10.1. Unless otherwise provided, the Contractor shall obtain and pay the fees for all permits, licenses, and inspections that are necessary for the proper execution and completion of the Work and which are customarily secured after execution of the Contract and which are legally required. All fees for permits, licenses, and inspections required by any City department shall be waived. Unless otherwise agreed by the Awarding Authority in writing, the Contractor shall, prior to commencement of the work, (i) meet with the City of Somerville Inspectional Services Department to determine what permits are needed for the work; (ii) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits shall include, without limitation, demolition, foundation, digsafe, and building permits; permits for removal, sealing up, or installation of utilities, including gas, electrical, water and sewer; and permits for obstructing public streets and sidewalks.

5.11. Notices Required By Statutes, Ordinances, Codes, Rules, Regulations, and Orders of the City.

5.11.1. The Contractor shall give notices required by statutes, ordinances, codes, rules, regulations, and orders of the City bearing on performance of the Work.

5.12. Additional Information from Design Professional.

5.12.1. The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Article 4.

5.12.2. The Contractor shall give the Design Professional timely notice of any additional Plans, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

5.12.3. The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Design Professional as provided in the previous Paragraph. If the Contractor proceeds with such Work without obtaining further drawings, Specifications, or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense.

5.13. "Or equal."

5.13.1. Requirements for Substitutions. (Reference: M.G.L. c. 30, §39M(b).) Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the Design Professional:

5.13.1.1. it is at least equal in quality, durability, appearance, strength, and design;

5.13.1.2. it performs at least equally the function imposed by the general design for the Work;

5.13.1.3. it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications.

5.13.2. Net Savings. No proposed substitution will be permitted unless the Contractor certifies that the proposed substitution will yield a net savings to the City and will not extend the Contract Time.

5.13.3. Contractor's Expense. Any structural or mechanical changes made necessary to accommodate substituted

equipment under this paragraph (including but not limited to engineering fees) shall be at the expense of the **Contractor** or **Subcontractor** responsible for the Work item.

5.13.3.1. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the **Contractor**, notwithstanding approval or acceptance of such substitution by the **City** or the **Design Professional**, unless such substitution was made at the written request or direction of the **City** or the **Design Professional**.

5.13.3.2. All data to be provided by the **Contractor** in support of any proposed "or equal" or substitute item will be at the **Contractor's** expense.

5.13.4. Meeting Requirements. The **Contractor** shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The **Design Professional** may require the **Contractor** to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the **Design Professional**, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the **Contractor's** expense. This provision shall not require the **Contractor** to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the **Contractor's** expense.

5.13.5. Named Manufacturer's Product. In all cases in which a manufacturer's name, trade name, or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the **Contractor** shall furnish the product of the name manufacturer(s) without substitution, unless a written request for a substitute has been submitted by the **Contractor** and approved in writing by the **Design Professional** as provided in the following paragraph.

5.13.6. Deviations. If the **Contractor** proposes to use a material which while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the **Contractor** shall inform the **Design Professional** in writing of the nature of such deviations at the time the material is submitted for approval and shall request written approval of the deviation from the requirements of the Contract Documents.

5.13.7. Rejection of Deviations. In requesting approval of deviations or substitutions, the **Contractor** shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the **Design Professional**, the evidence presented by the **Contractor** does not provide a sufficient basis for such reasonable certainty, the **Design Professional** may reject such substitution or deviation without further investigation.

5.13.8. Consistent Character and Quality of Design. The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Project. The **Design Professional** shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The **Design Professional** will not approve as equal to materials specified proposed substitutes that, in the **Design Professional's** opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the **Contractor** shall, if required by the **Design Professional**, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the **City**.

5.13.9. Warranty. The warranties provided herein shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

5.13.10. Design Professional's Approval. The **Design Professional** will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed, or utilized without the **Design Professional's** prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The **City** may require the **Contractor** to furnish at the **Contractor's** expense a special performance guarantee or other surety with respect to any "or equal" or substitute. The **Design Professional** will record the time required by the **Design Professional** and its consultants in evaluating substitutes proposed or submitted by the **Contractor** and in making changes in the Contract Documents (or in the provisions of any other direct contract with the **City** for work on the Project) occasioned thereby. Whether or not the **Design Professional** accepts a substitute item so proposed or submitted by the **Contractor**, the **Contractor** shall reimburse the **City** for the charges of the **Design Professional** and its consultants for evaluating each such proposed substitute item.

5.14. Substitute Construction Methods or Procedures.

5.14.1 If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, the **Contractor** may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the **Design Professional**. The **Contractor** shall submit sufficient information to allow the **Design Professional**, in the **Design Professional's** sole discretion, to determine whether the substitute

proposed is equivalent to that expressly called for by the Contract Documents.

5.15. Contractor's Progress Schedule.

5.15.1. Before Starting Construction. Within ten (10) days after the date of the Notice to Proceed, the **Contractor** shall submit to the **Design Professional** for review:

5.15.1.1. a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work;

5.15.1.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

5.15.1.3. a refined schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Sum and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

5.15.2. Review of Progress Schedule. At least ten (10) days prior to the commencement of construction, the **Design Professional**, the **Contractor**, and any other appropriate persons will meet to review and discuss the acceptability to the **Design Professional** of the progress schedule. The **Contractor** will have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedule. No progress payment shall be made to the **Contractor** until the schedule is submitted to and found acceptable by the **Design Professional** as provided below.

5.15.3. Acceptability of Progress Schedule. The progress schedule will be acceptable to the **Design Professional** if, according to the **Design Professional**, it provides an orderly progression of the Work to completion within any specified time frame, but such acceptance will neither impose on the **Design Professional** responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility therefore. The **Contractor's** schedule of Submittals must be acceptable to the **Design Professional** in providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values must be acceptable to the **Design Professional** as to form and substance.

5.15.4. Sepia and Copies. After the **Design Professional** has approved the schedule, the **Contractor** shall submit to the **Design Professional** one (1) sepia and four (4) copies bearing the **Contractor's** stamp of approval as a representation to the **City** that the **Contractor** has determined or verified all data on that progress schedule and that the **Contractor**, the Subcontractors and Suppliers have reviewed and coordinated the sequences in that progress schedule with the requirements of the Work.

5.15.5. Adjustment of Schedule. The **Contractor** shall adhere to the established progress schedule which may be adjusted from time to time as follows: the **Contractor** shall submit to the **Design Professional** for acceptance proposed adjustments in the progress schedule that will not change the Contract Time. Such adjustments will conform generally to the progress schedule then in effect and will comply with any provisions of the requirements applicable thereto.

5.15.6. During Construction. The **Contractor** shall submit monthly progress schedules to the **Design Professional**. The schedules shall stay current with the **Contractor's** approach to the Work remaining.

5.15.7. Schedule of Submittals. The **Contractor** shall prepare and keep current, for the **Design Professional's** approval, a schedule of Submittals that is coordinated with the **Contractor's** construction schedule and allows the **Design Professional** reasonable time to review Submittals.

5.16. Project Coordination.

5.16.1. In General. The **Contractor** shall be responsible for the proper coordination of the Work of all of the trades.

5.16.2. Coordination with Subcontractors. The **Contractor** shall coordinate the work of each Subcontractor with the Work of every other Subcontractor whose Work affects the other.

5.16.3. Coordination with the City's Own Forces or Separate Contractors. The **Contractor** shall coordinate its operations with those of the **City's** own forces or separate contractors. The **Contractor** shall provide the **City's** own forces and separate contractors a reasonable opportunity for the handling, unloading and storage of their materials and equipment and execution of their work. The **Contractor** shall connect and coordinate its Work with theirs.

5.16.4. Coordination with Utility Companies. The **Contractor** shall coordinate its operations with all the appropriate utility companies to assure that the utilities required on the Project are available and functioning properly pursuant to the requirements of the Contract Documents.

5.17. Project Photographs.

5.17.1. In General. The **Contractor** shall take, at its own expense, interior and exterior photographs at the site, from different vantages as directed by the **Design Professional** or the **City**, before beginning any Work and thereafter, at a minimum, on the first work day of each month until final completion of the Work, including final Site photos. Photos shall be taken of any

Work that will be buried or concealed while the Work is still exposed. The photographs shall be taken by a skilled commercial photographer. The number of photographs required shall be at the discretion of the City or the Design Professional. One aerial photo shall be required a) prior to commencement of the work and b) at the completion of the work. See Section 01320 – Construction Progress Documentation.

5.17.2. Prints and Digital Media. Within fourteen (14) days after the photographs have been taken, the Contractor shall cause prints to be made and delivered to the City and the Design Professional. All photographs shall be 8" x 10". Each print shall state the date of the photograph, the name of the Project, the description of the view and the name and address of the photographer. The City shall receive one glossy print of each photo as well as all prints in digital form on compact disc. The Design Professional shall receive one glossy print.

5.17.3. Failure to Comply. Should the Contractor fail to adhere to any requirement set forth in the previous two paragraphs, the City may have the photographs taken at the Contractor's expense or receive a set-off against the Contractor's next application for payment.

5.18. Record Documents and Samples at the Site.

5.18.1 The Contractor shall maintain in a safe place at the site one record copy of all Plans, Specifications, Modifications, Change Orders, Construction Change Directives, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Design Professional for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered by the Contractor to the Design Professional for the City.

5.19. Submittals.

5.19.1. Purpose. The purpose of Submittals is to demonstrate for those portions of the Work for which Submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

5.19.2. Submittal Procedure. Within ten (10) days from the Notice to Proceed, the Contractor shall submit to the Design Professional a completed Submittals schedule. The Contractor shall review, approve, and submit to the Design Professional Submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action. The schedules shall be updated and resubmitted each month. All Submittals will be identified as the Design Professional may require and in the number specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the Design Professional the materials and equipment that the Contractor proposes to provide and to enable the Design Professional to review the information for the limited purposes stated below.

5.19.3. Samples. The Contractor shall also submit Samples to the Design Professional for review and approval in accordance with said accepted schedule of Submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as the Design Professional may require to enable the Design Professional to review the Submittal for the limited purpose stated below. The numbers of each Sample to be submitted will be as specified in the Specifications. Unless otherwise specified in the Specifications, three (3) specimens of each Sample shall be submitted.

5.19.3.1. The Samples shall be of sufficient size to permit proper evaluation of material. Where variations in color or other characteristics are to be expected, samples showing the minimum range of variation shall be submitted. Materials exceeding the range of variation of the approved Samples will not be approved on the Work.

5.19.3.2. All costs associated with delivery of Samples will be paid by the Contractor.

5.19.4. Contractor's Verifications. Before submitting each Submittal, the Contractor shall have determined and verified:

5.19.4.1. all field measurements, quantities, dimensions specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

5.19.4.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

5.19.4.3. all information relative to the Contractor's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

5.19.5. Contractor's Representations. By approving and providing Submittals, the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Submittals and verification of

compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Submittals, the Design Professional shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

5.19.6. Coordination. The Contractor shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

5.19.7. Stamp or Specific Written Indication. Each Submittal will bear a stamp or specific written indication that the Contractor has satisfied the Contractor's obligations under the Contract Documents with respect to the Contractor's review and approval of that Submittal.

5.19.8. Written Notice of Variations. At the time of each Submittal, the Contractor shall give the Design Professional specific written notice of such variations, if any, that the Submittal may have from the requirements of the Contract Documents. Such notice is to be in a written communication separate from the Submittal. Moreover, the Contractor shall make a specific notation on each Submittal to the Design Professional for review and approval of each such variation.

5.19.9. Review and Approval by the Design Professional. The Contractor shall perform no portion of the Work requiring a Submittal until the respective Submittal has been approved by the Design Professional. Such Work shall be in accordance with approved Submittals.

5.19.9.1. The Design Professional will review and approve Submittals in accordance with the schedule of Submittals accepted by the Design Professional as required above. The Design Professional's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Design Professional's review and approval will not extend to means, method, technique, sequences, or procedures of construction (except where a particular means, method, technique, sequences or procedures of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

5.19.10. Deviations. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Design Professional's approval of Submittals unless the Contractor has specifically informed the Design Professional in writing of such deviation at the time of Submittal and the Design Professional has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Design Professional's approval thereof.

5.19.11. Revisions. The Contractor shall make corrections required by the Design Professional and shall return the required number of corrected copies of Submittals and submit as required new Submittals for review and approval. The Contractor shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Design Professional on previous Submittals. Unless such written notice has been given, the Design Professional's approval of a resubmitted Submittal shall not constitute approval of any changes not requested on the prior Submittal.

5.19.12. Related Work. Where a Submittal is required by the Contract Documents or the schedule of Submittals accepted by the Design Professional, any related Work performed prior to the Design Professional's review and approval of the pertinent Submittal will be at the sole expense and responsibility of the Contractor.

5.19.13. Informational Submittals. Informational Submittals upon which the Design Professional is not expected to take responsive action may be so identified in the Contract Documents.

5.19.14. Certification. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon such certifications, and neither the City nor the Design Professional shall be expected to make any independent examination with respect thereto.

5.20. Continuing the Work.

5.20.1. The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise provided herein or as the City and the Contractor may agree in writing.

5.21. Use of Site, Access to Work.

5.21.1. The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the City. The Contractor's right to entry and use thereof arises solely from the permission granted by the City under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials, and the operations of the Contractor's workers to limits indicated by law, ordinance, the Contract Documents and permits and/or directions of the Design Professional and shall not unreasonably encumber the premises with the Contractor's materials. The City shall not be liable to the Contractor, the Subcontractors, Suppliers, or anyone else with respect to the conditions of the premises, except for a condition caused directly and solely by the negligence of the City.

5.21.2. At all times, the City and the Design Professional shall have access to the Work.

5.22. Protection of Persons and Property.

5.22.1. In General. The Contractor shall be responsible for initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the Contract. The Contractor is responsible for the implementation of all Federal, State, and local health and safety requirements. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, as necessary, from the time the work is commenced until final completion and acceptance. Sufficient lighting shall be provided to aid in the prevention of injury to passersby or vandalism to the property or other illegal activities.

The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc. and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structure adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of work. The Contractor shall indemnify and save harmless the City of Somerville and CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) from any liability for damages on account of settlement or the loss of lateral support of adjoining property resulting from the Contractor's failure to comply with this section.

5.22.1.1. If this contract is in excess of \$100,000 and is federally funded, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

5.22.1.2. If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Acts (40 U.S.C. 327-333), as supplemented by Department of Labor regulations at 29 CFR part 5. To that end, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The Contractor shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

5.22.2. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

5.22.2.1. employees on the site and other persons who may be affected thereby;

5.22.2.2. the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, Subcontractors, or Sub-subcontractors;

5.22.2.3. other property at the site or adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

5.22.2.4. any other property of the City, whether or not forming part of the Work, located at the site or adjacent thereto in areas to which the Contractor has access.

5.22.3. Notices and Compliance. The Contractor shall give notices and comply in all other respects with applicable laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss. The Contractor shall notify owners of adjacent and nearby properties of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

5.22.3.1. Should the Contractor in the execution of his work uncover or discover utility service lines not indicated on the relevant drawings, or that do not show signs of singular service to any existing structures being demolished, the Contractor shall cease work in that area immediately and promptly notify the Public Works Department. Within forty-eight hours, the Public Works Department will inspect the site and issue written instructions to the Contractor. The Contractor shall proceed

with only after such written instructions have been received and shall proceed in full compliance with such instructions. The above mentioned situation or similar circumstances and/or modification if any, shall not relieve the Contractor from his responsibilities in this Contract and also it is without prejudice to any and all rights of CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) covering this said contract and surety or bonds.

5.22.4. Erection and Maintenance of Safeguards. The Contractor shall erect and maintain, as required by existing conditions and the terms of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent and nearby sites and utilities.

5.22.5. Hazardous Materials and Equipment. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

5.22.6. Damage to Property. The Contractor shall promptly remedy damage and loss to property referred to above. If the damage or loss is due in whole or in part to the Contractor's failure to take the precautions required herein, the Contractor shall bear the cost, subject to any reimbursement to which the Contractor is entitled under property insurance required by the Contract Documents. The Contractor shall be fully and solely responsible for all Work and other operations carried out on adjacent properties. The insurance required under Article 8 shall cover such Work or operations, and the Contractor shall indemnify and defend the City, the Design Professional, and the owners of such adjacent or nearby properties from and against all claims, suits, losses, or costs arising out of such Work or operations.

5.22.7. Fire Protection Equipment and Services. The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean and all combustible rubbish shall be promptly removed from the site.

5.22.8. Protection of Excavations, Trenches, etc. The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping, and other equipment necessary to this end.

5.22.9. Snow and Ice Removal. The Contractor shall remove snow and ice that might result in damage or delay.

5.22.10. Safety Representative. The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

5.22.11. Weather Protection. (Reference: M.G.L. c. 149, §44F(1).) The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 through March 31. In the event of temporary suspension of work, during inclement weather, the Contractor will carefully protect and will cause his subcontractors to carefully protect all work and materials against damage or injury from the weather. If, in the opinion of the Design Professional or CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT), 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 so to protect the work, such work or materials shall be removed and replaced at the expense of the Contractor. These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT). Included in the preceding category, without limitation, are such items as site work, excavation, pile driving, steel erection, erection of certain "exterior" wall panels, roofing, and similar operation;

(1) "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Design Professional and consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The General Contractor shall furnish and install all "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40 degrees F, at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials or the applicable General Conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.

(2) Within 30 calendar days after his award of contract, the General Contractor shall submit in writing to CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) for approval, three copies of his proposed methods for "Weather Protection".

(3) Installation of weather protection and heating devices shall comply with all safety regulations including provisions for

adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.

(4) The General Contractor shall furnish and install one accurate Fahrenheit thermometer at each work area as designated by the Designer. However, one additional accurate Fahrenheit thermometer shall be provided for every 2,000 square feet of floor space where the work areas exceed 2,000 square feet.

5.22.12. Security. The Contractor shall provide, within the Contract Sum, a sufficient number of security personnel at the Site at all times when the Contractor's personnel are not present, from commencement of the Work until Substantial Completion to assure that the Site, the facility, and the Work, and all materials and equipment stored at the Site are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. If the Contractor elects, in addition, to use guard dogs for this purpose, each dog shall at all times be accompanied by an adult handler. If the Contractor fails to comply with the requirements of this paragraph, then the City may provide appropriate security and charge the cost thereof to the Contractor. The City's provision of such security, or failure to do so, shall not relieve the Contractor of its responsibility to pay for loss or damage due to vandalism, theft, or malicious mischief at the Site.

5.22.13. Hazard Communication Programs. The Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communications information required to be made available to or exchanged between or among employers at the site in accordance with laws, codes and regulations.

5.22.14. Noise Pollution Control. The Contractor shall comply with all applicable provisions of Somerville Municipal Code §9-109.

5.23. Cutting and Patching.

5.23.1. In General. Unless otherwise provided in the Contract Documents, the Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, including the work of the City or of separate contractors.

5.23.2. Damage to Work of City or of Separate Contractor. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the City or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with prior written consent of the City and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the City or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

5.23.3. Damage Caused by Contractor. Should the Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the Contractor's performance of Work at the Site be made by any separate contractor against the Contractor, the City, the Design Professional, or any of the Design Professional's consultants, the Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. The Contractor shall, to the fullest extent permitted by laws and regulations, indemnify and hold harmless the City, the Design Professional, and the Design Professional's consultants from and against all claims, damages, losses and expenses (including, but not limited to, fees of the Design Professional, the Design Professional's consultants, attorneys, and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against the City, the Design Professional, or any of the Design Professional's consultants, to the extent based on a claim arising out of the Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of the Contractor or should the performance of work by any separate contractor at the site give rise to any other claim, the Contractor shall not institute any action, legal or equitable, against the City, the Design Professional, or any of the Design Professional's consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from the City, the Design Professional, or any of the Design Professional's consultants, on account of any such damage or claim. If the Contractor delays at any time in performing or furnishing Work by any act or neglect of a separate contractor and the City and the Contractor are unable to agree as to the extent of any adjustment in the Contract Time attributable thereto, the Contractor may make a claim for an extension of time in accordance with Article 16. An extension of the Contract Time shall be the Contractor's exclusive remedy with respect to the City, the Design Professional, and the Design Professional's consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor.

5.24. Cleaning Up.

5.24.1. During the progress of the Work, the Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract or other debris. At the completion of the Work, the Contractor shall remove from and about the Project all waste materials, rubbish, and debris, and the Contractor's tools, construction equipment, machinery, and surplus materials. Surplus materials to be provided to the City by specifications shall be stored in a clean, safe and secure area as directed by the City. The Contractor shall leave the site clean and ready for

occupancy by the City at Substantial Completion of the Work. Immediately prior to the Design Professional's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24.2. If the Contractor fails to clean up as provided herein, the City may do so and charge the cost thereof to the Contractor.

5.25. Royalties and Patents.

5.25.1 The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and the Design Professional from and against all claims, costs, losses, and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

5.26. Contractor's Obligation to Perform.

5.26.1. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents:

5.26.1.1. observations by the Design Professional;

5.26.1.2. recommendation of any progress or final payment by the Design Professional;

5.26.1.3. the issuance of a certificate of Substantial Completion or any payment by the City to the Contractor under the Contract Documents;

5.26.1.4. use or occupancy of the Work, Project, or Site, or any part thereof, by the City;

5.26.1.5. any acceptance by the City or any failure to do so;

5.26.1.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptance by the Design Professional;

5.26.1.7. any inspection, test, or approval by others; or

5.26.1.8. any correction of defective Work by the City.

5.27. Indemnification; and Covenant Not To Sue.

5.27.1. To the fullest extent permitted by law, the Contractor shall assume the defense of, indemnify and hold harmless the City, the Design Professional, the Design Professional's consultants, and agents and employees of any of them, from and against claims, suits, causes of action, demands, liabilities, damages, losses, and expenses, including, but not limited, to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by alleged negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

5.27.2. In claims against any person or entity indemnified under the foregoing paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the foregoing paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under Workers' Compensation laws, disability benefit acts or other employee benefit acts.

5.27.3. The obligations of the Contractor in this Article shall not extend to the liability of the Design Professional, the Design Professional's consultants, and agents or employees of any of them arising out of (1) the preparation of maps, Plans, opinions, reports, surveys, Change Orders, designs, or Specifications, or (2) directions or instructions given by the Design Professional, the Design Professional's consultants and agents or employees of any of them, provided such instructions or directions are the primary cause of the injury or damage.

5.27.4. The Contractor, or any successor, assign, or subrogee of the Contractor agrees not to bring any civil suit.

action, or other proceeding in law, equity or arbitration against the **Design Professional**, or the officers, employees, agents, or consultants of the **Design Professional**, for the enforcement of any action which the **Contractor** may have arising out of or in any manner connected with the Work. The **Contractor** shall assure that this covenant not to sue is contained in all subcontracts and sub-subcontracts of every tier and shall assure its enforcement. The **Design Professional**, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or equity.

5.28. Survival of Obligations.

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

ARTICLE 6 SUBCONTRACTORS

6.1 Use of Subcontractors.

The **Contractor** shall use the Subcontractors named in the **Contractor's Bid**. The **Contractor** shall not award any work to any Subcontractor without prior written approval of the CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT). The **Contractor** shall not award any work to any subcontractor without prior written approval of CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT), which approval will not be given until the **Contractor** submits a written approval statement concerning the proposed award to the subcontractor, which statement shall contain such information as CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) may require. All subcontracts subject to Mass. General laws, Chapter 149, Sections 44A-1, shall comply with the filed sub-bid requirements of that statute. The **Contractor** shall be as fully responsible 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 CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) 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 CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

6.2 Substitution of Subcontractors.

6.2.1 The **Contractor** shall not substitute another Subcontractor therefor without notice to the **City** and the **City's** prior written consent of such substitution.

6.3 Names of Subcontractors.

6.3.1 Upon execution of the Contract with the **City**, the **Contractor** shall provide in writing to the **City**, through the **Design Professional**, the names, addresses, telephone numbers, and fax numbers of all persons proposed for each principal portion of the Work.

6.4 Objections to Subcontractors.

6.4.1 The **Contractor** shall not use any Subcontractor against whom the **City** has a reasonable objection. The **Contractor** shall not be required to contract with any person or entity against whom it has a reasonable objection.

6.5 Form of the Subcontract.

6.5.1 All Work performed by a Subcontractor shall be through an appropriate subcontract. The form of subcontract shall be submitted to the **City** for its approval, which shall not be unreasonably withheld or delayed.

6.6 Content of the Subcontract.

6.6.1. In addition to all statutorily mandated provisions and provisions required elsewhere in the Contract Documents, each subcontract shall expressly provide that:

6.6.1.1. Each subcontract agreement for a portion of the Work is assigned by the **Contractor** to the **City** provided that:

6.6.1.1.1. the assignment is effective only after termination of the Contract by the **City** or the

Contractor and only for those subcontract agreements which the **City** accepts by notifying the Subcontractor in writing; and

6.6.1.1.2. the assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

6.6.1.2. Each Subcontractor is bound by the requirements of the Contract Documents for the express benefit of the **City**.

6.6.1.3. Each Subcontractor shall assume toward the **Contractor** all the obligations that the **Contractor** assumes toward the **City** and the **Design Professional**, unless otherwise provided by law.

ARTICLE 7 PERFORMANCE AND PAYMENT BONDS

7.1 Form of Bonds.

7.1.1 The performance and labor and material or payment bonds shall be in the form required by the **City**, copies of which are included in the Project Manual. The **City** reserves the right to reject any bond that does not conform to the **City's** requirements.

7.2 Furnished by the Contractor. (Reference: M.G.L. c. 30, §39M(c); M.G.L. c. 149, §29).

7.2.1 The **Contractor** shall furnish a performance bond and a labor and materials or payment bond, each with a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the **City** and each in the sum of the Contract Sum, the premiums for which are to be paid by the **Contractor** and are included in the Contract Sum. The bonds shall remain in effect until final payment is made. The sum of the performance bond shall increase each time the Contract Sum is increased as a result of a Change Order.

7.3 Submission to the City.

7.3.1 The **Contractor** must submit the performance and a labor and materials or payment bonds to the **City** upon the **Contractor's** execution of the Agreement.

ARTICLE 8 INSURANCE REQUIREMENTS

8.1 Insurance Certificates.

8.1.1 Prior to starting work on this project, the contractor shall deposit with the **City**, certificates from insurers clearly stating that the required insurance policies have been issued to the **Contractor** and will remain in effect during the time period required to complete this contract. ACCORD forms will not be accepted. The certificates must be in a form satisfactory to the **City**. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including: Premises and Operations (including X-C-U), Owners and Contractors Protective, Products and Completed Operations, Owned, Non-owned or Hired and/or Leased Motor Vehicles. Such insurance shall be written for not less than any limits of liability, required by law or the following limits, whichever are greater.

8.2 **Minimum Coverages.** The **Contractor** shall possess and maintain throughout the contract period/project, insurance in the kinds and amounts as stated in the Specification included in Appendix C of this Agreement. The **Contractor** may purchase and maintain excess liability insurance in the in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the required requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the **City** in the form of a certificate and the certificate indicating the policy numbers and limits of liability of all underlying insurance.

8.3 **Additional Insured.** The **City** shall be named as an additional insured on each certificate, and the certificate must have the endorsement of the insurance agency.

8.4 **Notice.** Each certificate shall contain a notation that the insurer will give 30 days notice to the **City** prior to cancellation, change or non-renewal of policy.

8.5 **Carrier Rating.** Insurance carriers MUST have an A.M. Best rating of "A" or better.

8.6 **Material Breach.** Failure of the contractor to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as immediate termination thereof.

**ARTICLE 9
TESTS AND INSPECTIONS**

9.1. Access.

9.1.1 The City, the Design Professional, and all other persons designated by the City shall have access to the Work at reasonable times for observing, inspecting, and testing. The Contractor shall provide them with proper and safe conditions for such access and advise them of the Contractor's site safety procedures and programs so that they may comply therewith as applicable.

9.2. Tests and Inspections.

9.2.1. The Contractor shall give the Design Professional timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

9.2.2. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority and shall bear all related costs of tests, inspections, and approvals. If the laws or regulations of any public body having jurisdiction require any Work or part thereof specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith and furnish the Design Professional with the required certificates of inspection, testing, or approval.

9.2.3. The Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the Design Professional's acceptance of materials or equipment to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation into the Work.

9.2.4. If any Work that is to be inspected, tested, or approved is covered by the Contractor, Subcontractor, or Sub-subcontractor without the prior written consent of the Design Professional, it must be uncovered for observation, inspection, testing, or approval, if requested by the Design Professional. The Contractor must recover the Work at its own expense.

9.2.5. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

**ARTICLE 10
UNCOVERING AND CORRECTING WORK**

10.1. Uncovering Work.

10.1.1. If a portion of the Work is covered contrary to the Design Professional's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Design Professional, be uncovered for the Design Professional's observation and be replaced, both at the Contractor's expense and without change in the Contract Time.

10.1.2. If a portion of the Work has been covered which the Design Professional has not specifically requested to observe prior to its being covered, the Design Professional may request to see such Work, and it shall be uncovered by the Contractor. If it is found that such Work is in accordance with the Contract Documents, costs of uncovering and replacing shall, by appropriate Change Order, be charged to the City. If it is found that such Work is defective or not in accordance with the Contract Documents, the Contractor shall pay all claims, costs, losses, and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection, and testing and of satisfactory replacement of reconstruction (including, but not limited to, all costs of repair or replacement of work of others); and the City shall be entitled to an appropriate decrease in the Contract Sum. The City may take such decrease by reducing the then current application for payment accordingly or subsequent applications, if necessary, until the decrease is paid in full.

10.2. Correcting Work.

10.2.1. The Contractor shall promptly correct Work rejected by the Design Professional or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work including additional testing and inspections and compensation for the Design Professional's services and expenses made necessary thereby and any cost, loss, or damages to the City resulting from such failure or defect.

10.2.2. If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established in Article 15, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation to correct under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. The City shall give such notice promptly after discovery of the condition.

10.2.3. The Contractor shall correct, remove, or replace portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.

10.2.4. If the Contractor fails within a reasonable time to correct nonconforming Work, or to remove and replace rejected Work, or fails to perform the Work in accordance with the Contract Documents, the City may correct it in accordance with the provisions herein. If the Contractor does not proceed with correction, removal, or replacement of such nonconforming Work within seven (7) days from the date of written notice from the Design Professional, the City may correct it and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of any such removal and storage within ten (10) days after written notice, the City may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Design Professional's services and expenses made necessary thereby. If such proceeds of sale do not cover all the costs that the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

10.2.5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

10.2.6. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in the above paragraph related only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

10.3. Acceptance of Nonconforming Work.

10.3.1. If, instead of requiring correction or removal and replacement of defective or nonconforming Work, the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Work. The Contract Sum will be reduced as appropriate. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE II CHANGES IN THE WORK

11.1. In General.

11.1.1. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without any change in the Contract Sum.

11.1.2. Without invalidating the Contract and without notice to any surety, the City may, at any time or from time to time, order additions to, deletions from, or revisions in the Work. Such additions, deletions, or revisions will be authorized by a Change Order, a Modification or a Construction Change Directive. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

11.1.3. The Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented, except as otherwise provided herein.

11.2. Change Orders.

11.2.1. (Reference: M.G.L. c. 30, §39I.) The Contractor shall perform all the Work required by this Contract in conformity with the Plans and Specifications contained herein. No willful and substantial deviation from said Plans and Specifications shall be made unless authorized in writing by the City and the Design Professional in charge of the Work who is duly authorized by the City to approve such deviations. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Plans or Specifications may be authorized by a written order of the City or the Design Professional so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the City, using AIA Document G701 (or its equivalent), stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the City and the Contractor and the amount in dollars of said adjustment; and (4) that the

deviation is in the best interest of the City. The Change Order shall also indicate whether or not the date of substantial completion has been extended. The equitable adjustment in price shall be determined by the unit prices, if any, in the General Contractor's bid; otherwise, it shall be a number which is agreed to by both parties as a fair adjustment and which can be itemized and substantiated to the reasonable satisfaction of the Contracting Authority. Where increases and decreases to the Contract Sum are included in one Change Order, the negotiated allowance for overhead and profit shall be calculated on the basis of the net increase, if any.

11.3. Construction Change Directive.

11.3.1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

11.3.2. Upon request of the City or the Design Professional, the Contractor shall without cost to the City submit to the Design Professional in such form as the Design Professional may require, an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Design Professional. If required by the Design Professional, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Design Professional bona fide proposals from recognized Suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense.

11.3.3. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra Work is ordered. The Contractor shall document, through a critical path analysis, or some other clearly delineated explanation, how the proposed change affects other aspects of the Work, and why it would require an extension of time. The Contractor shall promptly revise and resubmit such estimate if the Design Professional determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors.

11.3.4. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the City, selection of which does not require the consent of the Contractor:

11.3.4.1. by unit prices stated in the Contract Documents or otherwise mutually agreed upon; or

11.3.4.2. by Cost and Percentages estimated by the Contractor as provided herein and accepted by the City, whereupon the Contractor's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change; or

11.3.4.3. by actual Cost determined after the Work covered by the change is completed, plus Percentage; or

11.3.4.4. by submission to arbitration or a court, which shall determine the fair value of the Work covered by the change.

11.3.5. "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contractor, Subcontractor, or Sub-subcontractor for performing the Work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages, and associated benefits to the workers and to supervisors employed full time at the Site, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the Site, or any amount for profit or fee to the Contractor, Subcontractor, or Sub-subcontractor.

11.3.6. "Percentage" shall mean an allowance to be added to or subtracted from the Cost in lieu of overhead and profit and of any other expense that is not included in the Cost of the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 8% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 4% of any net increase or decrease in Cost of any Work performed for the Sub-subcontractor by lower tier Sub-subcontractors. Percentage for a Subcontractor shall be 12% of any net increase or decrease of Cost of any Work performed by the Subcontractor's own forces plus 4% of the Cost of Work performed by Sub-subcontractors. Percentage for the Contractor shall be 15% of any net increase or decrease of Cost of any Work performed by the Contractor's own forces plus 5% of any net increase or decrease in the Cost for all other Work covered by the change. When the Contractor is also performing Work as a Subcontractor or Sub-subcontractor, the Contractor shall only be entitled to a total of no more than 15% of any net increase or decrease of Cost of any Work.

11.3.7. When in the reasonable judgment of the Design Professional a series of Construction Change Directives or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in Cost, if any.

11.3.8. If unit prices are stated in the Contract Documents or are subsequently agreed upon, and if quantities originally contemplated are so changed in a Proposed Change Order or Construction Change Directive that the application of such unit prices to quantities of Work proposed will cause substantial inequity to the City or the Contractor, the applicable unit prices shall be equitably adjusted. Wherever the estimated quantities of work to be done and materials to be furnished under this

contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) to complete the work contemplated by the contract, nor shall any such increases or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

11.3.9. If the City elects to determine the Cost of the Work as provided in method (11.3.4.1) using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to the prior paragraph. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the City's option to require the Cost of any given change to be determined by one of the other methods stated in 11.3.4. If the City elected to determine the Cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent Work, the Contractor shall keep daily records, available at all times to the Design Professional for inspection, of the actual quantities of such Work put in place, and delivery receipts or other adequate evidence, acceptable to the Design Professional, indicating the quantities of materials delivered to the Site for use in such unit price Work, and distinguishing such from other similar material delivered for use in Work include in the base Contract Sum. If so required by the Design Professional, materials for use in unit price Work shall be stored apart from all other materials on the Project.

11.3.10. If the City elects to determine the Cost of the Work as provided in methods 11.3.4.3, or 11.3.4.4, or if the method of determining the Cost has not been established before the Work is begun, the Contractor shall keep detailed daily records of labor and material costs applicable to the Work.

11.3.11. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Time.

11.3.12.A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in the Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

11.3.13. If the Design Professional and the Contractor do not agree with the adjustment in the Contract Time or the method for determining it, the adjustment or the method shall be referred to the Design Professional for determination.

11.4. Minor Changes in the Work.

11.4.1. The Design Professional has the authority to order minor changes in the Work. "Minor changes" as used in this paragraph mean changes which are so insignificant as to not affect the Contract Sum or the Contract Time and which are not inconsistent with the intent of the Contract Documents. Any minor change shall be committed to a written order which shall be binding on both the City and the Contractor and which shall be promptly carried out by the Contractor.

11.5. Certificate of Appropriations. (Reference: M.G.L. c. 44, §31C). This Contract shall not be deemed to have been made until the City's auditor has certified thereon that an appropriation in the amount of this Contract is available therefor and that an officer or agent of the City has been authorized to execute said Contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase to the Contract price, shall be deemed to be given until the auditor has certified thereon that an appropriation in the amount of such order is available therefor; but such certificate shall not be construed as an admission by the City of its liability to pay for such work. The certificate of the auditor that an appropriation in the amount of this Contract or in the amount of such order is available shall bar any defense by the City on the grounds of insufficient appropriation.

ARTICLE 12 CHANGE IN THE CONTRACT TIME

12.1. Date of Commencement.

12.1.1 The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or persons or entities for whom the Contractor is responsible.

12.2. Progress and Completion.

12.2.1. Time is of the essence; all time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

12.2.2. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

12.2.3. At least ten (10) working days after the Notice to Proceed or twenty (20) working days before the first application for payment, the Contractor shall submit to the Design Professional a progress schedule showing for each class of

Work included in the schedule of values, the percentage of completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of Work in place, but may include, at the Design Professional's discretion, the value of materials delivered but not in place.

12.2.4. The progress schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The progress schedule will be reviewed by the Design Professional for compliance with the requirements of this Article and will be accepted by the Design Professional or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the progress schedule has been approved by the Design Professional. The Design Professional's review of the progress schedule shall not impose any duty on the Design Professional or the City with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the Contractor proposes a progress schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the Contractor shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.2.5. If in any Application for Payment, the total value of the completed Work in place, as certified by the Design Professional, is less than 90% of the total value of the Work in place estimated in the progress schedule, the City may, at the City's option, require the Contractor to accelerate the progress of the Work without cost to the City by increasing the workforce or hours or Work or by other reasonable means approved by the Design Professional.

12.2.6. If each of three successive applications, as certified by the Design Professional, indicate that the actual Work completed is less than 90% of the values estimated in the progress schedule to be completed by the respective dates, the City may at the City's option, treat the Contractor's delinquency as a default justifying the action permitted under Article 18.

12.2.7. If the Design Professional has determined that the Contractor should be permitted to extend the time for completion as provided below, the calendar dates in the progress schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of the Work to be completed as of the first of each month shall be adjusted pro rata.

12.2.8. If the Contractor fails to submit any application for payment in any month, the Design Professional shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Design Professional's knowledge.

12.2.9. Nothing herein shall limit the City's right to liquidated or other damages for delays by the Contractor or to any other remedy which the City may be entitled or may possess under other provisions of the Contract Documents or by law.

12.3. Delays and Extensions of Time.

12.3.1. If the Contractor is delayed at any time in the progress of the Work by an act or neglect of the City or the Design Professional, or of an employee of either, or of a separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes (except weather) beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Design Professional determines may justify delay, then the Contract Time shall be extended by Change Order or Construction Change Directive for such reasonable time as the Design Professional may determine.

12.3.2. Claims relating to time shall be made in accordance with applicable provisions of Article 16.

12.3.3. No claim for extension of time shall be allowed on account of failure of the Design Professional to furnish Plans, Specifications or instructions or to return Shop Drawings or Samples until fifteen (15) days after receipt by the Design Professional by registered or certified mail of written demand for such instructions, Plans, Specifications, or Samples, and then not unless such claim is reasonable.

12.3.4. No extensions of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

12.3.5. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the City or the Design Professional on account of any delay in the commencement of the Work and/or any hindrance, delay, or suspension of any portion of the Work, whether such delay is caused by the City, the Design Professional, or otherwise, except as and to the extent expressly provided under M.G.L. c. 30, §39O, in the case of written orders by the City. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

12.3.6. (Reference: M.G.L. c. 30, §39O). (a) The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the City, provided however that if there is a suspension, delay, or interruption for fifteen (15) days or more due to a failure of the City to act within the time specified in this Contract, the City shall make an adjustment in the

Contract prices for any increase in the cost of performance of this Contract under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

(b) The **Contractor** must submit the amount of a claim under provision (a) to the **City** in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the **City** shall not approve any costs in the claim incurred more than twenty (20) days before the **Contractor** notified the **City** in writing of the act or a failure to act involved in the Claim.

In the event a suspension, delay, interruption, or failure to act of the **City** increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the **Contractor** for payment for an increase in the cost of its performance as provisions (a) and (b) give the **Contractor** against the **City**, but nothing in provisions (a) and (b) shall in any way change, modify, or alter any other rights which the **Contractor** or the Subcontractor may have against each other.

12.4. Liquidated Damages.

12.4.1. If the **Contractor** shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the **City** the daily amount specified in the Agreement, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the **City's** actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The **City** may elect to withhold said amount from periodic or final payments due to the **Contractor**, in addition to retainage and other back charges.

12.5. Changes in the Contract Time.

12.5.1. **In Writing.** The Contract Time may only be changed by a Change Order or a Modification. Any claim for an adjustment of the Contract Time shall be based on a written notice delivered to the party making the claim to the other party and to the **Design Professional** promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the **Design Professional** in accordance with Article 16. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

12.5.2. **Early Completion.** The Contract Time shall not be changed due to a delay in the **Contractor's** early completion date.

ARTICLE 13 PAYMENTS

13.1. Schedule of Values.

13.1.1. The **Contractor** shall submit to the **Design Professional** a schedule of values which shall subdivide the Work into its component parts and shall include quantities, direct craft labor worker hours, labor cost and material/equipment cost. Labor cost shall include an appropriate amount of construction equipment costs, supplemental costs, administrative expenses, contingencies, and profit. The **Contractor** shall prepare the schedule of values in such form and supported by such data to substantiate its accuracy as the **Design Professional** may require and shall be revised if later found by the **Design Professional** to be inaccurate. This schedule, unless objected to by the **Design Professional**, shall be used as a basis for reviewing the **Contractor's** applications for payment.

13.2. Content and Submission of Applications for Payment.

13.2.1. At least ten (10) days before the date established for each progress payment, the **Contractor** shall submit to the **Design Professional** six (6) copies of an itemized application for payment for Work completed in accordance with the schedule of values. Such application shall be in a form or format established or approved by the **Design Professional** and shall be supported by documentation substantiating the **Contractor's** right to payment.

13.2.2. When **Construction Change** Directives have set forth an adjustment to the Contract Sum but have not yet been included in Change Orders, the value established by the **City** may be included in the application.

13.2.3. Applications covering Work of Subcontractors or Suppliers shall not include requests for payments of amounts the **Contractor** does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason. The **Contractor** shall not be paid for any Work performed by a Subcontractor unless and until the **City** receives for that Subcontractor a certificate of insurance that conforms to the requirements of the Contract Documents.

13.2.4. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and

equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the **City**, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon the application for payment being accompanied by a bill of sale, an invoice, or other documentation warranting that the **City** has received the materials and equipment free and clear of all liens, claims, security interests, or encumbrances, hereinafter collectively referred to as "liens," and evidence that the materials and equipment are covered by appropriate insurance and other arrangements to protect the **City's** interest therein.

13.2.5. Each application for payment or periodic estimate requesting payment shall be accompanied by, at the **City's** option, a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the **Contractor**, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the **Contractor** shall furnish the **Contractor's** own written explanation to the **City** through the **Design Professional**. Such waiver or certificate shall be in a form acceptable to the **City**.

13.3. False Applications for Payment.

13.3.1. (*Reference:* M.G.L. c. 266, §§67B). Any person who makes or presents to any claim upon or against any employee or department of the **City**, knowing such claim to be false, fictitious, or fraudulent shall be punished by a fine or not more than ten thousand dollars (\$10,000) or by imprisonment in the state prison for not more than five (5) years, or in the house of correction for not more than two and one-half years, or both.

13.4. Review of Applications for Payment.

13.4.1. The **Design Professional** shall review each application for payment and will reject any application that (1) is not accompanied by the required documentation or (2) contains errors, mathematical or otherwise.

13.4.2. Within five (5) business days after receipt of an application for payment, the **Design Professional** will either (1) return the application to the **Contractor** with a written explanation as to why it was rejected or (2) issue to the **City** a certificate for payment, with a copy to the **Contractor**, for such amount as the **Design Professional** determines is properly due. In the event an application is returned to the **Contractor**, the date of receipt of the application shall be the date of receipt of the corrected application.

13.4.3. The **Design Professional** or the **City** may make changes to any application submitted by the **Contractor**.

13.4.4. By recommending any payment, the **Design Professional** will not thereby be deemed to have represented that: (1) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Design Professional** in the Contract Documents or (2) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **City** or entitle the **City** to withhold payment to the **Contractor**. The **Design Professional's** approval of the application for payment and the accompanying documentation shall indicate that to the best of the **Design Professional's** knowledge, information, and belief, the Work has progressed to the point indicated by the **Contractor**, and that the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests specified in the Contract Documents, final determination of quantities and classifications for unit price work and any other qualifications so stated.

13.4.5. The **Design Professional's** recommendation of any payment shall not mean that the **Design Professional** is responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws and regulations applicable to the furnishing or performance of Work, or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

13.4.6. No certificate given or payment made shall be evidence of the performance of this Contract, either wholly or in part and no payment, whether made upon the final certificate or otherwise, shall be construed as an acceptance of defective work or materials.

13.5. Decisions to Withhold Certification.

13.5.1. The **Design Professional** may refuse to recommend the whole or any part of any payment if, in the **Design Professional's** opinion, it would be incorrect to make the representations to the **City** referred to above.

13.5.2. If the **Contractor** and the **Design Professional** cannot agree on a revised amount, the **Design Professional** will promptly approve a certificate for payment for the amount for which the **Design Professional** is able to make such representations to the **City**. The **Design Professional** may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a certificate for payment previously issued, to such extent as may be necessary in the **Design Professional's** opinion to protect the **City** from loss because of:

13.5.2.1. defective Work not remedied;

- 13.5.2.2. third party claims filed or reasonable evidence indicating probable filing of such claims;
- 13.5.2.3. failure of the **Contractor** to make payments properly to Subcontractors or for labor, materials or equipment;
- 13.5.2.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 13.5.2.5. damage to the **City** or another contractor;
- 13.5.2.6. reasonable evidence that the Work will not be completed within the Contract Time, and that retainage currently held by the **City** would not be adequate to cover actual or liquidated damage for the anticipated delay;
- 13.5.2.7. persistent failure to carry out the Work in accordance with the Contract Documents; or
- 13.5.2.8. failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The **Contractor** shall check record drawings each month. Written confirmation that the record drawings are current will be required by the **Design Professional** before approval of the **Contractor's** monthly payment requisition.
- 13.5.3. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

13.6. Progress Payments.

13.6.1. After the **Design Professional** has issued a certificate for payment, the **City** shall make payment in the manner and within the time provided in the Contract Documents.

13.6.2. (Reference: M.G.L. c. 30, §39G, 39K;). In the case of Contracts for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building when the amount is more than two thousand dollars, the following paragraph applies: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

For all other construction contracts, progress payments are governed by chapter 30, §39G, and as follows: The **City** shall pay the amount due pursuant to any periodic, Substantial Completion or final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from the **Contractor**. In the case of periodic payments, the **City** may deduct from its payment a retention based on its estimate of the fair value of its claims against the **Contractor**, a retention for direct payments to Subcontractors based on demands for same in accordance with M.G.L. c. 30, §39F; and a retention to secure satisfactory performance of the contractual work, not exceeding five percent (5%) of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under M.G.L. c. 30, §39F; provided, that a five percent (5%) value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

Retainage prior to Substantial Completion. In all construction contracts, the **City** may hold back a retainage of up to five percent of each progress payment to ensure satisfactory completion of the work. In addition, the **City** may withhold any amounts in dispute, including disputed change orders and direct payments owed to subcontractors pursuant to Chapter 30, §39F of the General Laws.

Payment upon Substantial Completion. In the case of contracts for construction, reconstruction, alteration, repair, remodeling, or demolition of a public building, where the amount is more than \$2,000, Chapter 30, Section 39K, of the General Laws governs payment upon substantial completion. For all other contracts, Chapter 30, Section 39F of the General Laws governs payment upon substantial completion.

13.6.3. No periodic, Substantial Completion or final estimate or acceptance or payment thereof shall bar the **Contractor** from reserving all rights to dispute the quantity and amount of, or the failure of the **City** to approve a quantity and amount of, all or part of any Work item or extra Work item.

13.7. Final Payment.

13.7.1. After final inspection and after the **Contractor** has completed all the required corrections to the satisfaction of the **Design Professional** and the **City** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance, certificates of inspection, marked-up record documents, and all other documents called for in the Contract Documents, as well as any surplus materials requested by the **City**, the **Contractor** may make an application for final payment as provided below.

13.7.2. (Reference: M.G.L. c. 30, §39G;). Within thirty (30) days after receipt by the **City** of a notice from the **Contractor** stating that all of the Work required by the Contract has been completed, the **City** shall prepare and forthwith send to the **Contractor** for acceptance a final estimate for the quantity and price of the Work done and all retainage on the Work less all payments made to date, unless the **City's** inspection shows that Work required by the Contract remains incomplete or unsatisfactory, or that documentation required by the Contract has not been completed.

13.7.3. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **City** other than those previously made in writing and still unsettled.

13.7.4. Interest. If the **City** fails to pay the **Contractor** within the time periods mandated by statute, the **City** shall pay interest to the **Contractor** in accordance with Chapter 30, Sections 39G and 39K, whichever is applicable.

13.8. Payments to Subcontractors.

13.8.1. Neither the **City** nor the **Design Professional** shall have an obligation to pay or see to the payment of money to a Subcontractor, Sub-subcontractor, or Supplier except as may otherwise be required by law.

13.8.2. (Reference: M.G.L. c. 30, §39F;.) (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

(b) Not later than the sixty-fifth day after each Subcontractor substantially completes its Work in accordance with the Plans and Specifications, the entire balance due under the subcontract, less amounts retained by the **City** as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the **City** shall pay that amount to the **Contractor**. The **Contractor** shall forthwith pay to the Subcontractor the full amount received from the **City** less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the Subcontractor by the **Contractor**.

(c) Each payment made by the **City** to the **Contractor** pursuant to paragraphs (a) and (b) of M.G.L. c. 30, §39F(1);, for the labor performed and the materials furnished by a Subcontractor shall be made to the **Contractor** for the account of that Subcontractor; and the **City** shall take reasonable steps to compel the **Contractor** to make each such payment to each such Subcontractor. If the **City** has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the **Contractor** or which is to be include in a payment to the **Contractor** for payment to the Subcontractor as provided in paragraphs (a) and (b) of M.G.L. c. 30, §39F(1), the **City** shall act upon the demand as provided in M.G.L. c. 30, §39F.

(d) If, within seventy (70) days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the **Contractor** the balance due under the subcontract including any amount due for extra labor and materials furnished to the **Contractor**, less any amount retained by the **City** as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that

balance from the City. The demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the 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. [The demand letter shall indicate the certified mail number assigned by the postal service or the date of delivery to the Contractor.] Any demand made after substantial completion of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract Work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the City and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the City, 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 Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

(c) Within fifteen (15) days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the subcontract Work, the City 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 Contractor, less any amount (i) retained by the City 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 Contractor in the sworn reply; provided that the City 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 the previous paragraph. The City shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this paragraph.

(f) The City shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of the previous paragraph in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the Subcontractor and shall notify the 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 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 the previous paragraph shall be made out of amounts payable to the 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 Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.

(h) The City shall deduct from payments to a Contractor amounts that, together with the deposits in interest-bearing accounts pursuant to paragraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

(i) If the Subcontractor does not receive payment as provided in paragraph (a) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in paragraph (a), the Subcontractor may demand direct payment by following the procedure in paragraph (d) and the 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 Contractor. Thereafter the City shall proceed as provided in paragraphs (c), (f), (g), and (h). "Subcontractor" as used in this paragraph (1)(i) shall mean a person approved by the City in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor.

(2) Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c. 149, §29; shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the City or which are on deposit pursuant to paragraph (g) shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) A Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in herein by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in paragraph (f) by a petition in equity in the superior court against the City and the Contractor shall not be a

necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c. 231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will present unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in court of equity against the City claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the City has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of paragraph (c) and in paragraph (f).

(4) In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the Contractor, reduce by the amount of any deposit of a disputed amount by the City as provided in part (iii) of paragraph (c) and in paragraph (f) any amount held under a trustee writ or pursuant to a restraining order or injunction.

ARTICLE 14 SUBSTANTIAL COMPLETION

14.1. Substantial Completion.

14.1.1. Upon Substantial Completion of the Work, the Contractor shall present in writing to the City its certification that the Work has been substantially completed and include in its certification (1) a list of items to be completed or corrected, (2) all special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Design Professional and (3) the permits and certificates referred to in 13.7.1., or elsewhere. The failure to include any item on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Design Professional on the basis of an inspection determines that the Work or designed portion thereof is substantially complete and the other conditions have been met, the Design Professional will then prepare a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The certificate of Substantial Completion shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

14.1.2. Within twenty-one (21) days after receipt of the certification from the Contractor, the City shall present to the Contractor either a written declaration that the Work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the Work has not been substantially completed. The City may include with such list a notice setting forth a reasonable time within which the Contractor must achieve Substantial Completion of the Work. If the City fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty-one (21) day period, the Contractor's certification shall take effect as the City's declaration that the Work has been substantially completed.

14.2. Partial Use or Occupancy of the Premises.

14.2.1. The City may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may begin whether or not the portion is substantially complete, provided that the respective responsibilities of the City and the Contractor with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, and warranties shall be established by agreement of the City and the Contractor or, absent such agreement, shall be determined by the Design Professional subject to the right of either party to contest such determination as provided in Article 16.

14.2.2. Immediately prior to such partial occupancy or use, the City, the Contractor and the Design Professional shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

14.2.3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

14.2.4. (Reference: M.G.L. c. 30, §39G). Within sixty-five (65) days after the effective date of a declaration of

Substantial Completion, the City shall prepare and send to the Contractor for acceptance a Substantial Completion estimate for the quantity and price of the Work done and all but one percent (1%) retainage on that Work, including the quantity, price and all but one percent (1%) retainage for the undisputed part of each item and extra work item in dispute, but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory items and less the total periodic payments made to date for the Work. The City shall also deduct from the Substantial Completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to M.G.L. c. 30, §39F.

14.2.5. (Reference: M.G.L. c. 30, §39G). If the City fails to prepare and send to the Contractor any Substantial Completion estimate required by the provisions herein on or before the date specified, the City shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such Substantial Completion estimate at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the City sends that Substantial Completion estimate to the Contractor for acceptance or to the date of payment therefor, whichever occurs first. The City shall include the amount of such interest in the Substantial Completion estimate.

14.2.6. (Reference: M.G.L. c. 30, §39G). Within fifteen (15) days after the effective date of the declaration of Substantial Completion, the City shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory items, and unless delayed by causes beyond its control, the Contractor shall complete all such items within forty-five (45) days after the receipt of such list or before the date for final payment and acceptance, whichever is later. If the Contractor fails to complete such Work within such time, the City may, subsequent to seven (7) days' written notice to the Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory items and charge the cost of same to the Contractor.

14.3. Final Inspection.

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

ARTICLE 15 GUARANTEES AND WARRANTIES

15.1. In General.

15.1.1. All guarantees and warranties specifically called for by the Specifications shall expressly run to the benefit of the City. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility 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 the work unless a longer period is specified. CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) will give notice of observed defects with reasonable promptness.

15.2. Warranties.

15.2.1. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, unless otherwise provided in the certificate of Substantial Completion.

15.2.2. The Contractor warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, Modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Design Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

15.2.3. The Contractor warrants that title to all Work covered by an application for payment will pass to the City either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens. The Contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to said Work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such Work.

15.2.4. The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any

application for payment, whether incorporated in the Project or not, will pass to the City no later than the time of payment free and clear of all liens.

15.2.5. No materials or supplies for the Work shall be purchased by the Contractor or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by it in the Work, free from all liens.

15.2.6. The Contractor shall indemnify and hold the City harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall at the City'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 City may, after having served written notice on the Contractor either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably 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 on the City to either the Contractor or its surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor and any payment so made by the City shall be considered as payment made under the Contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payment made in good faith.

15.3. Extended Warranties and Guarantees.

15.3.1. Any defective Work that is either corrected or replaced will be warranted and guaranteed for a period of three (3) years from the date of such correction or replacement.

ARTICLE 16 CLAIMS

16.1. In General.

16.1.1. **Written Notice.** A Claim must be made by written notice to the other party.

16.1.2. **Content of Notice.** The notice must include all written supporting data.

16.1.3. **Burden of Proof.** The party making the Claim must substantiate the Claim.

16.2. Time Limits on Claims.

16.2.1. Unless otherwise provided, all Claims must be made within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Any change or addition to a previously made Claim shall be made by a written notice within the twenty-one-day period in order to be valid.

16.3. Continuing Contract Performance.

16.3.1. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract Documents.

16.4. Types of Claims.

16.4.1. **Claims for Differing Subsurface or Latent Physical Conditions.** (Reference: M.G.L. c. 30, §39N). If, during the progress of the Work, the Contractor or the City 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 City may request an equitable adjustment in the Contract Sum of the Contract applying to Work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the City shall make an investigation of such physical conditions, and if they differ substantially or materially from those shown on the Plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the City shall make an equitable adjustment in the Contract Sum and the Contract shall be modified in writing accordingly.

16.4.2. **Claims for Additional Cost.** If the Contractor claims that any acts or omissions of the City or the Design Professional, including any instructions or orders, whether oral, written, by drawings, or otherwise, involve extra cost or time, and the Contractor has not received a written acknowledgment by the City or the Design Professional that extra payment will

be made or time extended on account thereof, the **Contractor** shall promptly so notify the **Design Professional** in writing of such Claim and shall proceed with the Work relating to such Claim and all rights of both parties with respect to such Claim shall be deemed to have been reserved. No Claim by the **Contractor** on account of such acts, omissions, instructions, or orders shall be valid unless the **Contractor** has so notified the **Design Professional** before proceeding.

16.4.2.1. Under no circumstances shall a Claim be made for additional cost where adverse weather conditions are the basis for the Claim.

16.4.3. Claims for Additional Time. If the **Contractor** wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The **Contractor** shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the **Design Professional** with such documentation relating thereto as the **Design Professional** may reasonably require. Under no circumstances shall the **Contractor** make a Claim for an increase in the Contract Time due to a change in the **Contractor's** early completion date. If the increase in the Contract Time extends beyond the Contract Time established by the **City**, only the time that so extends beyond the Contract Time shall be reviewed and considered. In the case of a continuing delay, only one Claim is necessary.

16.4.3.1. Under no circumstances shall a Claim be made for additional time where adverse weather conditions are the basis for the Claim.

16.4.4. Claims for Injury to Person or Damage to Property. Should either party to the Contract suffer injury to person or damage to property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, a Claim will be made in writing to the other party within twenty-one (21) days of the occurrence of the act giving rise to the injury or damage.

16.5. Review of Claims.

16.5.1. Initial Referral. All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Design Professional** for action as provided herein.

16.5.2. Time Period and Action. The **Design Professional** shall review Claims and shall do one of the following within fourteen (14) days of receipt of the Claim:

16.5.2.1. defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

16.5.2.2. decline in writing to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Design Professional**); or

16.5.2.3. render a decision on all or a part of the Claim.

16.5.3. If the **Design Professional** requests additional information, the **Design Professional** shall take action with respect to the Claim no later than fourteen (14) days after receipt of the additional information. The **Design Professional** shall notify the parties in writing of its disposition of such Claim. If the **Design Professional** renders a decision or declines to render a decision, either party may proceed in accordance with paragraph 16.7.

16.6. Decisions.

16.6.1. Decisions by the City or the Design Professional. (Reference: M.G.L. c. 30, §39P.). In every case in which this Contract requires the **City**, any official, or its **Design Professional** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than fourteen (14) days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Design Professional** shall, within fourteen (14) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

16.6.2. When Decision of the Design Professional is Final and Binding. The decision of the **Design Professional** shall be final and binding on the parties, unless a party files suit or a demand for arbitration within thirty (30) days after the date of the decision.

16.6.3. When Decision of the Design Professional is Not Final and Binding. (Reference: M.G.L. c. 30, §39J). Notwithstanding any contrary provision of this Contract, no decision by the **City** or by the **Design Professional** on a dispute, whether of fact or of law, arising under said Contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

16.6.4. Resolved Claims. If a Claim is resolved, the **Design Professional** shall obtain or prepare the appropriate documentation and provide the **City** and the **Contractor** with a copy of same.

16.7. Arbitration.

16.7.1. Controversies and Claims Subject to Arbitration. Any controversy or Claim arising out of or related to the

Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect, subject to the provisions of paragraph 16.7.7. In any such arbitration in which the amount stated in the demand is \$100,000 or less, the American Arbitration Association shall appoint a single arbitrator in accordance with such Rules, who shall be a lawyer. In any such arbitration in which the amount stated in the demand is in excess of \$100,000, the demand shall include the name of an arbitrator appointed by the claimant. The respondent shall appoint a second arbitrator and shall notify the claimant in writing of such appointment within thirty (30) days of receipt of the demand, failing which the matter shall be decided by the arbitrator named in the claimant's demand. Within thirty (30) days after the claimant's receipt of notice of the appointment of the second arbitrator, the two arbitrators shall appoint a neutral arbitrator and shall notify the parties in writing of such appointment, failing which either party may apply to the American Arbitration Association to appoint such neutral arbitrator. If such neutral arbitrator is appointed by the American Arbitration Association, he or she shall be a lawyer.

16.7.2. Rules for Arbitration. If the neutral arbitrator is appointed by the American Arbitration Association, the said Association shall administer the arbitration and its Construction Industry Arbitration Rules shall govern all aspects of the proceeding including the enforcement of any award. If the neutral arbitrator is not appointed by the American Arbitration Association, then the panel of arbitrators shall act as the administrator of the arbitration but the Construction Industry Arbitration Rules of the Association shall nonetheless govern all aspects of the proceeding, including the enforcement of any award, provided however that the arbitration panel shall have all of the powers and duties conferred on the Association pursuant to said rules. In addition, the following rules shall govern the selection of arbitrators and the proceedings:

16.7.2.1. Neither party may appoint as arbitrator an employee or an owner of that party, nor the parent, spouse, or child of an employee or owner of that party.

16.7.2.2. After the neutral arbitrator has been appointed, neither party may engage in *ex parte* communication with any arbitrator.

16.7.3. When Arbitration May Be Demanded. Demand for arbitration of any Claim, the basis of which arises prior to final payment or the earlier termination of the Contract may not be made before the earlier of (1) the date on which the **Design Professional** has rendered a written decision on the Claim or has notified the parties in writing that such decision will not be rendered or (2) forty-five (45) days following receipt by the **Design Professional** of a written request for a decision sent by registered or certified mail to both the **Design Professional** and the other party to this Contract.

16.7.3.1. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

16.7.4. Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the **Design Professional**, the **Design Professional's** employees or consultants, except by written consent containing specific reference to the Contract and signed by the **Design Professional**, the **City**, the **Contractor**, and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the **City**, the **Contractor**, a separate contractor, and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the **City**, the **Contractor**, or a separate contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity so named or described herein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Contract shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

16.7.5. Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence, or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

16.7.6. Award Final. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

16.7.7. The City's Reservation of Rights. Notwithstanding any provision contained in this Article 16 or elsewhere in the Contract Documents, the **City** reserves the following rights in connection with Claims between the **City** and the **Contractor**, which rights may be exercised by the **City** unilaterally, in the **City's** sole discretion, and without the consent of the **Contractor**:

16.7.7.1. the right to institute legal action against the **Contractor** in any court of competent jurisdiction in lieu of demanding arbitration, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;

16.7.7.2. the right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the **Contractor**, provided that the application for such stay is made before the appointment of the neutral arbitrator in

such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such court and not by arbitration;

16.7.7.3. the right to require the **Contractor** to join as a party in any arbitration between the **City** and the **Design Professional** relating to the Project, in which case the **Contractor** agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

16.7.8. In case the **City** elects to proceed in accordance with 16.7.7.1, or 16.7.7.2, above, the word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

ARTICLE 17 EMERGENCIES

17.1. In an emergency affecting the health and safety of persons or property, the **Contractor** shall act to prevent threatened damage, injury, or loss.

17.2. In emergencies affecting the health, safety, or protection of persons, the Work or property at the Site or adjacent thereto, the **Contractor**, without special instruction or authorization from the **City** or the **Design Professional**, is obligated to act to prevent threatened damage, injury, or loss. The **Contractor** shall give the **Design Professional** prompt written notice if the **Contractor** believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the **Design Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a **Construction Change** Directive or Change Order will be issued to document the consequences of such action.

ARTICLE 18 TERMINATION OR SUSPENSION OF THE CONTRACT

18.1. Suspension by the City.

18.1.1. At any time and without cause, the **City** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Design Professional** that will fix the date on which Work will be resumed. The **Contractor** shall resume Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes an approved Claim therefor, provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

18.1.1.1 Notwithstanding the above, if the **City** is required to suspend the work as a result of a request from the Office of the Attorney General in connection with a bid protest or an injunction, the **Contractor** shall not have a claim for damages, but the **City** shall extend the date of substantial completion for a period of time commensurate with the period of the suspension, and the liquidated damages clause shall not take effect until the extended date of substantial completion. If any of the following occurrences causes a delay in the work, the **Contractor** shall immediately notify CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) in writing. If, upon investigation, the **City** finds that the delay is excusable, the **City** shall extend the date of substantial completion for a period of time commensurate with the period of the excusable delay, and the liquidated damages clause shall not take effect until the extended date of substantial completion: (1) any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (2) delays which are caused by the **City** and which are not occasioned by the **Contractor's** failure to supply CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) or its design professional with progress schedules, documents, samples, and the like, in a timely manner; (3) causes not reasonably foreseeable by the parties to this Contract, which are beyond the reasonable

control of the **Contractor**, such as blizzards, floods, hurricanes, tornadoes, and strikes; (4) any delay of any subcontractor resulting from paragraphs (1), (2), or (3).

18.1.2. If the Work is defective, if the **Contractor** fails to provide a sufficient number of skilled workers or suitable materials or equipment, or if the **Contractor** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the **City** to begin and prosecute correction of such default or neglect with diligence and promptness, the **City** may correct such deficiencies, without prejudice to other remedies the **City** may have. In such case, an appropriate **Construction Change** Directive shall be issued deducting from payments then or thereafter due to the **Contractor** the cost of correcting such deficiencies including compensation for the **Design Professional's** additional services and expenses made necessary by such default, neglect, or failure and any and all direct, indirect, or consequential costs associated with the order to stop the Work. If such payments then or thereafter due the **Contractor** are not sufficient to cover such amounts, the **Contractor** shall immediately pay the difference to the **City**. The **Contractor** shall remain responsible for maintaining progress and shall not be entitled to any increase in the Contract Time or the Contract Sum.

18.2. Termination by the Contractor.

18.2.1. If, through no act or fault of the **Contractor**, a Subcontractor, or a Sub-subcontractor, the Work is suspended for a period of more than ninety (90) days by the **City**, or under an order of court or other public authority, or the **Design Professional** fails to act on any application for payment within thirty (30) days after it is submitted in proper form and content or the **City** fails for thirty (30) days to pay the **Contractor** any sum finally determined to be due, then the **Contractor** may terminate the Contract upon seven (7) days' written notice to the **City**, provided that the **City** does not remedy such suspension or failure within that time.

18.3. Termination by the City.

18.3.1. If the **Contractor** is adjudged a bankrupt, or if the **Contractor** makes a general assignment for the benefit of the **Contractor's** creditors, or if a receiver is appointed on account of the **Contractor's** insolvency, or if the **Contractor** makes a written admission of the **Contractor's** inability to pay debts, or if the **Contractor** becomes a debtor or defendant in (i) a voluntary or involuntary petition in bankruptcy, (ii) a petition for appointment of a receiver, (iii) a levy of an attachment or execution, (iv) a winding up or dissolution of a partnership or corporation, (v) or any other proceeding under which a court of competent jurisdiction assumes custody or control over the **Contractor**, or if the **Contractor** persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to prosecute the work with such diligence as will, in the reasonable estimation of the **City**, ensure substantial completion within the time specified in the Contract Documents, or if the **Contractor** fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order, or decision of the **Design Professional**, or otherwise is in breach of any provision of the Contract and has failed to cure such breach after written notice from the **City** specifying 1) the breach, 2) what must be done to cure the breach, and 3) the time within which the breach must be cured, or otherwise is guilty of substantial violation of any provision of the Contract, then the **Contractor** shall be in default, and the **City** may, without prejudice to any other right or remedy and upon written notice to the **Contractor**, temporarily withhold cash payments pending correction of the deficiency, hold the **Contractor** and its sureties liable in damages, require the **Contractor's** sureties to complete the Contract, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project Site, and all materials intended for the Work, wherever stored, without liability for loss or damage, following which use, the **Contractor** shall be liable for their removal from the site; and, seven (7) days after such notice, may terminate the employment of the **Contractor**, accept assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1, and finish the Work by whatever method the **City** may deem expedient (including but not limited to using the services of another contractor (in which case the **City** shall have no obligation to use a competitive process to obtain the lowest contract prices) and look to the **Contractor** and the **Contractor's** sureties for the difference between the cost to complete the work and the contract sum hereunder.

The **City** shall be entitled to collect from the **Contractor** all direct, indirect, and consequential damages suffered by the **City** on account of the **Contractor's** default, including without limitation additional services and expenses of the **Design Professional** made necessary thereby. The **City** shall be entitled to hold all amounts due to the **Contractor** at the date of termination until all of the **City's** damages have been established, and to apply such amounts to such damages.

18.3.1.1. HUD Action. If the **Contractor** is in default, HUD and/or any other administering agency named herein may, with or without the consent of the **City**, cancel, suspend, or terminate this Contract in whole or in part; require the withholding or disallowance all or part of the funding for the project; declare the contractor ineligible for further Government contracts or avail itself of any other remedies available under the law.

18.3.2. (Reference: Somerville Municipal Code Chapter 2.117, Section 2.117.110C). In the event the **Contractor** or any of its agents or employees violates any provision of Somerville Municipal Code Chapter 2.117 that is applicable to **City**

contractors in connection with the awarding, administration, or performance of the Contract, the City may terminate the Contract.

18.3.3. (a) The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

(1) Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

(b) Contractor's Duties Upon Termination For Convenience. Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts (subject to the City providing notice that it accepts assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1); (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

ARTICLE 19

AMERICANS WITH DISABILITIES ACT (42 U.S. 12131)

19.1. On July 26, 1994, the Americans with Disabilities Act ("the Act") became effective for employers of fifteen or more employees.

19.2. The Act protects against discrimination on the basis of "disability," which is defined as a physical or mental impairment that substantially limits at least one "major life activity;" or discrimination against an individual who has a record of such impairment; or discrimination against an individual being regarded - even if inaccurately - as having such impairment. The Act also expressly prohibits job discrimination that is based on any individual's relationship or association with a disabled person.

19.3. If the Contractor is subject to the Act, it must comply with its provisions.

ARTICLE 20

WRITTEN NOTICE TO THE PARTIES

20.1. In General.

20.1.1. All written communications from the Design Professional to the Contractor shall be copied to the City. All written communications from the Contractor to the Design Professional shall be copied to the City. All written communications from the Contractor to the City shall be copied to the Design Professional.

20.2. Addresses.

20.2.1. To the City. Written notice to the City shall be sent or hand-delivered to:

Mayor
City of Somerville
93 Highland Avenue
Somerville, MA 02143

City Solicitor
Law Department
93 Highland Avenue
Somerville, MA 02143

Director of Contracting Department (as stated on first page of this Agreement)
City Hall
93 Highland Avenue
Somerville, MA 02143

Approved 10/26/16 - Page 43

20.2.2. To the Contractor. Both the address given on the bid form upon which the Agreement is founded and the Contractor's office at or near the Site of the Work are hereby designated as places to either of which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. Delivery of any notice, letter, or other communication to the Contractor at or depositing same in a postpaid wrapper directed to either place shall be deemed sufficient service thereof upon the Contractor. Written notice shall be deemed to have been duly served on the Contractor if it is sent or hand-delivered to any member or officer of the Contractor. The date of said service shall be the date of such delivery or mailing. The address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the City and to the Design Professional. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally. Moreover, any notice, letter, or other communication required under the Contract may be served on the Contractor's representative at job meetings. The Contractor shall provide the City with its change of address seven (7) days prior to its effective date.

20.2.3. To the Design Professional. Written notice to the Design Professional shall be sent or hand-delivered to the address appearing on the Project Manual. Written notice shall be deemed to have been duly served on the Design Professional if it is sent or hand-delivered to any member or officer of the Design Professional.

ARTICLE 21 MISCELLANEOUS PROVISIONS

21.1. Governing Law.

21.1.1. This Contract shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

21.2. Venue.

21.2.1. Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The Contractor, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

21.3. Successors and Assigns.

21.3.1. The Contractor shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the City. An assignment without the prior written consent of the City shall not relieve the Contractor of its obligations thereunder.

21.3.2. The City and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents.

21.4. Statutory Limitation Period.

21.4.1. It is expressly agreed that the obligations of the Contractor hereunder arise out of contractual duties, and that the failure of the Contractor to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitations and repose. Any cause of action which the City may have on account of such failure shall be deemed to accrue only when the City has obtained actual knowledge of such failure, not before.

21.5. Rights and Remedies.

21.5.1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

21.5.2. No action or failure to act by the City, the Design Professional, or the Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

21.6. Severability. In the event that any provision of this Agreement is found to be legally unenforceable, the remainder of the Agreement shall remain in full force and effect.

21.7. Conflict of Interest Laws. The City and the Contractor shall comply with all applicable conflict of interest statutes and regulations.

21.8. If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 29 CFR Part 3), and shall not induce any person employed in the construction, completion, or repair of a public building or public work, to give up any part of the compensation to which he would otherwise be entitled.

Approved 10/26/16 - Page 44

21.9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- a) the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and
 - b) the Contractor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subcontractors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and
 - c) the Contractor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such notice to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding; and
 - d) the Contractor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).
- c) the contractor shall include language similar to the above in all subcontracts.

END

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AUDITING DEPT.