



City of Somerville: Owner-Contractor Public Construction Agreement

AGREEMENT NAME: Somerville Avenue Utility and Streetscape Improvements

This Agreement numbered 180379 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 Purchasing Department ("City", "Owner", "School", or "Awarding Authority") and the Contractor, defined as follows, ("Contractor", "General Contractor", or "Vendor"):

Project Information

Project Name:	Somerville Avenue Utility and Streetscape Improvements		Project Address:	Somerville Avenue, Union Square, Somerville, MA	
Project Description:	The Somerville Ave Utility and Streetscape Improvements project includes dramatic upgrades to water, sewer, stormwater, and streetscape infrastructure along Somerville Ave from Union Square to McGrath Highway.				
Contractor Name:	Barletta Heavy Division, Inc.				
Contractor Address:	40 Shawmut Road, Suite 200, Canton, MA 02021				
Contractor Contact Name, Email, & Tel./Fax #:	Michael M. Foley		mfoley@barlettaco.com		
	781-821-6222		781-821-2275		
Contract Sum:	\$44,415,000.00		Liquidated Damages (per calendar day):	\$8,511.84	
Purchase Order #:			Funding Source:	City	
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, State Prevailing Wages (No Federal Funding)				
Contract Period:	3/9/2018 through 3/8/2021				
Dates of Substantial and Final Completion:	Date of Substantial Completion:		7/15/2021		
	Date of Final Completion:		9/15/2021		
This contract is a:	Invitation for Bids under MGL c. 30, § 39M (IFB #18-24) 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:	Capital Projects and Planning		Project Manager:	Jessica Fosbrook	
Design Professional:	Firm Name:		WSP USA, Inc.		
(The Architects, Landscape Architects, and Engineers, is described herein as the "Design Professional".)	Designer Name:		Rachel J. Burckardt, PE		
	Address:		75 Arlington Street, Boston, MA 02116		
	Email Address:		rachel.burckardt@wsp.com		
	Tel. #:	617-960-4861	Designer Type:	Engineering	
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;">04-3423193</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:</p> <p>Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,</p> <p>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 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; Supplemental Conditions; 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
	Living Wage Notice for Contracts (over \$10,000; if applicable)	X
	Certificate of Good Standing (over \$35,000, only applicable to Corporations)	X
	Statement of Management (over \$100,000.00; if applicable)	X
	OSHA Certification	X
	Responsible Employer Ordinance Certification (over \$100,000; if applicable)	
	Federal Requirements: Form 1040 (if applicable); Section 3, Preference in Hiring (over \$100,000; if applicable)	
	Wage Rates and Certification Forms (Davis/Bacon and/or Prevailing) (federally funded over \$2,000; state or local funded over \$0)	X, Prevailing Wages
	Payment Bond (over \$2,000; if applicable)	X, 100%
	Performance Bond (over \$2,000; if applicable)	X, 100%
Appendix D	General Conditions	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 on

this, the 9th day of March, 2018

CONTRACTOR

Date Signed:

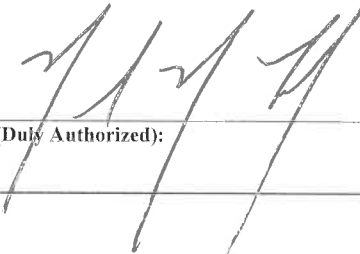
3/6/18

Print Title: Vice President

Print Name: Michael M. Foley

X

Contractor Signature (Duly Authorized):



CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 44,415,000.00 and that an unencumbered balance of

\$ 1,461,548.96 is available for the current fiscal year of this contract. I further certify that a sum of

\$ 1,461,548.96 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.

X

Edward Bean, City Auditor

X

Joseph A. Curtatone, Mayor

X

Angela M. Allen, Purchasing Director

X

Approved as to form:
Francis X. Wright, Jr., City Solicitor

X

Robert T. King, PE, Director, CP&P

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Appendix A

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

All files may be found here <https://drive.google.com/open?id=13OLxLjFFQylxvtrQloy6L60RnEYrmeff>

The Plans, consisting of three volumes labeled 'City of Somerville Union Square Utility and Transportation Improvements Construction Packages 2 & 3 Somerville Avenue Utility & Streetscape Improvements IFB#18-24, Somerville, Massachusetts' as prepared by WSP | Parsons Brinckerhoff dated Dec. 11, 2017.

Addenda consists of Addendum No. 1, issued on January 5, 2018; Addendum No. 2, issued on January 17, 2018; and Addendum No. 3, issued on January 19, 2018

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

PART 3: TECHNICAL SPECIFICATIONS

Due to the size and scope of the project, all technical specifications, drawings, attachments, and videos will be hosted online. Please find the following files via Google Drive at

<https://drive.google.com/open?id=13OLxLffQylxvtrQloy6L60RnEYrmeff>

18-24_ATTACHMENT F_VIDEOS

- CSMH-1.mp4
- CSMH-2.mp4
- CSMH-3.mp4
- CSMH-4.mp4
- CSMH-5.mp4
- CSMH-6.mp4
- CSMH-6.mp4
- CSMH-7.mp4
- CSMH-8.mp4
- CSMH-9.mp4
- CSMH-10.mp4
- MH A Upstream.mpg
- MH B Downstream.wmv
- MH B Downstream 2.wmv
- MH D to MH E.wmv
- MH F Downstream.wmv
- SMH G to Chamber.mpg

18-24_ATTACHMENTS_A-J

- Attachment A.pdf
- Attachment B—Part1.pdf
- Attachment B—Part2.pdf
- Attachment C.pdf
- Attachment D. pdf
- Attachment E.pdf
- Attachment F.pdf
- Attachment G.pdf
- Attachment H.pdf
- Attachment I.pdf
- Attachment J.pdf

18-24_Drawings_Volumes_1-3

- 18-24_DWG_VOL1.pdf
- 18-24_DWG.VOL2.PDF
- 18-24_DWG.VOL3.PDF

18-24_Text_Specs

- 18-24_Complete_TechSpecs.pdf

All sections listed in the following index are also included as individual files in this folder.

PART 3
TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS

DIVISION 1 - General Requirements

<u>SECTION NO.</u>	<u>DESCRIPTION</u>
01000	TABLE OF CONTENTS AND INDEX OF PAYMENT ITEMS
01010	SUMMARY OF WORK
01012	PROJECT COORDINATION
01015	SEQUENCE OF WORK
01025	MEASUREMENT & PAYMENT
01045	CUTTING & PATCHING
01050	FIELD ENGINEERING
01060	PERMITS
01120	HEALTH AND SAFETY
01200	MEETINGS
01300	SUBMITTALS
01310	CONSTRUCTION SCHEDULE
01370	SCHEDULE OF VALUES
01380	CONSTRUCTION VIDEO AND PHOTOGRAPHS
01400	QUALITY CONTROL
01470	INDEPENDENT TESTING LABORATORY
01505	MOBILIZATION AND DEMOBILIZATION
01510	TEMPORARY CONSTRUCTION FACILITIES
01511	TEMPORARY STREET MAINTENANCE
01512	TEMPORARY STREET LIGHTING
01513	TEMPORARY WATER SERVICES
01514	TEMPORARY SEWERAGE AND STORMWATER FLOW DIVERSION
01520	FIELD OFFICE
01550	TRAFFIC MANAGEMENT DURING CONSTRUCTION
01560	EMERGENCY RESPONSE PLAN
01565	NOISE CONTROL
01567	RODENT CONTROL
01570	ENVIRONMENTAL CONTROLS

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

<u>SECTION NO.</u>	<u>DESCRIPTION</u>
01580	PROJECT SIGNS

DIVISION 2 – Sitework

02017	STRUCTURE INSPECTION AND MONITORING
02111	TREE PROTECTION AND TREE REMOVAL
02120	PAVEMENT REMOVAL
02140	DEWATERING
02160	EXCAVATION SUPPORT SYSTEMS
02190	EXCAVATED SOIL MATERIAL / GROUNDWATER MANAGEMENT
02200	EARTHWORK
02205	TEST PITS
02215	ROADWAY EXCAVATION BY COLD PLANE
02500	EXISTING UTILITIES
02510	WATER SYSTEMS
02530	SANITARY SEWER PIPING
02580	UNDERGROUND COMMUNICATIONS CONDUIT SYSTEMS
02610	PRECAST CONCRETE BOX CULVERTS
02611	FLAP GATES
02612	SLUICE GATE
02630	PRECAST CONCRETE MANHOLES AND CHAMBERS
02631	STORM DRAIN PIPING
02632	FIBERGLASS BULKHEADS
02640	CURED-IN-PLACE PIPE LINING
02740	HOT MIX ASPHALT PAVEMENT
02741	LIQUID ASPHALT PRICE ADJUSTMENT
02760	PAVEMENT MARKINGS
02762	SURFACE-MOUNTED, DETECTABLE WARNING PANELS
02770	GRANITE CURBS
02775	CONCRETE SIDEWALKS AND DRIVEWAYS
02780	CONCRETE UNIT PAVERS
02795	POROUS HOT MIX ASPHALT
02800	SITE IMPROVEMENTS

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<u>SECTION NO.</u>	<u>DESCRIPTION</u>
02810	IRRIGATION SYSTEM
02890	TRAFFIC CONTROL SIGNALS
02892	TRAFFIC CONTROL SIGNAGE
02893	FLEXIBLE DELINEATOR POSTS
02894	PARKING METERS
02900	LANDSCAPING
02902	GREEN INFRASTRUCTURE PRACTICES
02906	SOIL CELLS
02910	TREE PLANTING
02950	PLANTING SOILS

DIVISION 3 – Concrete

03100	CONCRETE FORMWORK
03200	CONCRETE REINFORCEMENT
03300	CAST-IN-PLACE CONCRETE
03451	PRECAST CONCRETE CURB

DIVISION 16 – Electrical

16500	ROADWAY LIGHTING
16510	ROADWAY LIGHTING CONDUIT AND CONTROL SYSTEM

ATTACHMENTS TO THE TECHNICAL SPECIFICATIONS

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>
ATTACHMENT A	GEOTECHNICAL INFORMATION
ATTACHMENT B	ENVIRONMENTAL SITE ASSESSMENT REPORTS
	Part1- Limited Soil Sampling Investigation
	Part2- Limited Groundwater Sampling Investigation
ATTACHMENT C	TRAFFIC MARKINGS – COATING SYSTEMS
ATTACHMENT D	PERMITS OBTAINED BY THE CITY <i>(TO BE ADDED)</i>
ATTACHMENT E	WATER SYSTEM MAPS & WATER SERVICE TIE CARDS
ATTACHMENT F	SUBSURFACE UTILITY EXPLORATION INFORMATION
ATTACHMENT G	FLOW MONITORING DATA – NOVEMBER & DECEMBER 2015
ATTACHMENT H	CITY STANDARD MAST ARM

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

ATTACHMENT I – CITY STANDARD MANHOLE CASTINGS

ATTACHMENT J – McGRATH HIGHWAY VIADUCT RECORD DRAWINGS

Index of Payment Items – Base Bid

Bid Item No.	Spec. Section No.	Description	Unit
100- 001	01505	MOBILIZATION	Lump Sum
102- 012	02111	INDIVIDUAL TREE PRUNING	Each
102- 051	02111	INDIVIDUAL TREE PROTECTION	Each
103- 001	02111	INDIVIDUAL TREE REMOVAL – DIAMETER UNDER 24 INCHES	Each
105- 001	02111	STUMP REMOVAL	Each
105- 002	02111	INDIVIDUAL TREE AIR SPADING	Each
108- 501	01570	STREET SWEEPING	Hour
119- 001	01567	RODENT CONTROL	Lump Sum
126- 200	02200	EXCAVATION OF UNSUITABLE MATERIAL	CY
129- 001	02215	ROADWAY EXCAVATION BY COLD PLANE	SY
129- 200	02120	ROADWAY PAVEMENT REMOVAL	SY
129- 250	02120	SIDEWALK REMOVAL	SY
141- 001	02205	TEST PITS	CY
144- 001	02200	CLASS B ROCK EXCAVATION	CY
151- 001	02200	GRAVEL BORROW	CY
152- 001	02200	DENSE GRADED CRUSHED STONE	CY
152- 700	02200	PEA GRAVEL (3/8-INCH)	CY
153- 001	02200	FLOWABLE FILL (CDF)	CY
156- 002	02200	CRUSHED STONE (3/4-INCH)	Ton
156- 110	02200	CHOKER COURSE (3/4-INCH)	CY
156- 130	02200	RESERVOIR COURSE (1-1/2-INCH)	CY
161- 200	02017	PRE- AND POST-CONSTRUCTION STRUCTURE CONDITION SURVEY	Each
161- 205	02017	PRE- AND POST-CONSTRUCTION ELEVATED MCGRATH HIGHWAY CONDITION SURVEY	Lump Sum
161- 210	02017	GROUND MONITORING POINT	Each
161- 215	02017	UTILITY MONITORING POINT	Each
161- 220	02017	STRUCTURE MONITORING POINT	Each
170- 001	02200	FINE GRADING AND COMPACTION - SUBGRADE AREAS	SY
180- 701	02902	SOIL INFILTRATION TESTING	Each
180- 702	02780	PERMEABLE CONCRETE UNIT PAVERS INFILTRATION TESTING	Each
180- 703	02795	POROUS HOT MIX ASPHALT INFILTRATION TESTING	Each
181- 011	02190	CONTAMINATED EXCAVATED MATERIAL REUSED AT AN UNLINED LANDFILL (GROUP I)	Ton

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

Bid Item No.	Spec. Section No.	Description	Unit
181- 012	02190	CONTAMINATED EXCAVATED MATERIAL REUSED AT A LINED LANDFILL (GROUP I OR II)	Ton
181- 013	02190	CONTAMINATED EXCAVATED MATERIAL DISPOSED AS A SPECIAL WASTE AT A LINED LANDFILL (GROUP II)	Ton
181- 014	02190	CONTAMINATED EXCAVATED MATERIAL DISPOSED AS A SPECIAL WASTE OR NON RCRA HAZARDOUS WASTE OUT-OF-STATE (GROUP II OR III)	Ton
181- 015	02190	CONTAMINATED EXCAVATED MATERIAL TREATMENT AND DISPOSAL OF RCRA HAZARDOUS WASTE OUT-OF-STATE (GROUP II OR III)	Ton
181- 016	02190	CONTAMINATED EXCAVATED MATERIAL IN STATE DISPOSAL OF SOLID WASTE (GROUP IV)	Ton
181- 017	02190	CONTAMINATED EXCAVATED MATERIAL IN STATE TREATMENT (RECYCLING) (GROUP IV) TON	Ton
181- 018	02190	DISPOSAL OF CONTAMINATED GROUNDWATER	Gal.
181- 019	02190	TREATMENT OF CONTAMINATED GROUNDWATER	Day
192- 300	02902	CLEANOUT	Each
192- 400	02902	OBSERVATION WELL	Each
192- 500	02902	SOIL CELL INSPECTION RISER	Each
192- 600	02902	PVC DRAIN BASIN	Each
200- 005	02630	FRAMES AND GRATES OR COVERS	Each
201- 021	02630	CATCH BASIN WITH DEEP SUMP AND HOOD	Each
201- 313	02630	CATCH BASIN WITH OFFSET SUMP AND HOOD - TYPE 13	201-
201- 314	02630	CATCH BASIN WITH OFFSET SUMP AND HOOD - TYPE 14	201-
201- 315	02630	CATCH BASIN WITH OFFSET SUMP AND HOOD - TYPE 15	201-
201- 360	02630	CATCH BASIN - TYPE "SB"	Each
201- 370	02630	CATCH BASIN - TYPE "GIB"	Each
202- 004	02630	DRAIN MANHOLE – 4 FT. DIAMETER	Each
202- 005	02630	DRAIN MANHOLE – 5 FT. DIAMETER	Each
202- 202	02630	DRAIN MANHOLE WITH DEEP SUMP AND HOOD	Each
203- 400	02630	GRIT CHAMBERS	Each
203- 410	02630	JUNCTION CHAMBER 1	Each
203- 420	02630	JUNCTION CHAMBER 2	Each
203- 509	02630	UPSTREAM CONNECTION TO EXISTING BRICK & RCP STORM DRAINS	Lump Sum
203- 521	02630	DRAIN DOWN CHAMBER #1	Each
203- 522	02630	DRAIN DOWN CHAMBER #2	Each

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

Bid Item No.	Spec. Section No.	Description	Unit
203- 599	02630	DOWNSTREAM CONNECTION TO EXISTING BRICK COMBINED SEWER CHAMBER	Lump Sum
210- 004	02630	SANITARY SEWER MANHOLE – 4-FT. DIAMETER	Each
210- 005	02630	SANITARY SEWER MANHOLE – 5-FT. DIAMETER	Each
210- 006	02630	SANITARY SEWER MANHOLE – 6-FT. DIAMETER	Each
210- 007	02630	SANITARY SEWER MANHOLE – 7-FT. DIAMETER	Each
210- 010	02630	SANITARY SEWER MANHOLE – 10-FT. DIAMETER	Each
220- 001	02630	DRAINAGE & SANITARY STRUCTURES - ADJUSTED	Each
220- 201	02630	DRAINAGE STRUCTURE REBUILT	Each
220- 908	02630	DRAINAGE STRUCTURES ABANDONED	Each
220- 909	02630	DRAINAGE STRUCTURES REMOVED	Each
223- 001	02630	FRAME AND GRATE OR COVER REMOVE AND STACK	Each
227- 113	02611	FLAP GATE: 1 FT. X 3 FT.	Each
227- 213	02630	SLUICE GATE: 1 FT. X 3 FT.	Each
227- 321	02630	CATCH BASIN CLEANING	Each
227- 424	02630	MASONRY PLUG IN EXISTING PIPE (24-IN. AND SMALLER)	Each
227- 436	02630	CONCRETE BULKHEAD IN EXISTING PIPE (24-IN. TO 36 IN.)	Each
227- 500	02902	ANTI-SEEP COLLAR	Each
248- 103	02610	1-FT. (RISE) X 3-FT. (SPAN) REINFORCED CONCRETE BOX CULVERT	LF
248- 414	02610	4-FT. (RISE) X 14-FT. (SPAN) REINFORCED CONCRETE BOX CULVERT	LF
248- 614	02610	6-FT. (RISE) X 14-FT. (SPAN) REINFORCED CONCRETE BOX CULVERT	LF
250- 003	02530	3-INCH PVC SEWER PIPE	LF
250- 004	02530	4-INCH PVC SEWER PIPE	LF
250- 006	02530	6-INCH PVC SEWER PIPE	LF
250- 008	02530	8-INCH PVC SEWER PIPE	LF
250- 010	02530	10-INCH PVC SEWER PIPE	LF
250- 012	02530	12-INCH PVC SEWER PIPE	LF
250- 024	02530	24-INCH PVC SEWER PIPE	LF
250- 030	02530	30-INCH PVC SEWER PIPE	LF
250- 042	02530	42-INCH PVC SEWER PIPE	LF
250- 048	02530	48-INCH PVC SEWER PIPE	LF
252- 906	02631	6-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN	LF

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

Bid Item No.	Spec. Section No.	Description	Unit
252- 912	02631	12-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN	LF
252- 918	02631	18-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN	LF
252- 924	02631	24-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN	LF
254- 024	02530	24-INCH POLYPROPYLENE SEWER PIPE	LF
258- 001	02902	STONE DISSIPATER FOR BIORETENTION BASINS	CY
269- 906	02631	6-INCH PERFORATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN	LF
275- 100	02640	CURED-IN-PLACE LINING OF EXISTING PIPES	Lump Sum
303- 004	02510	4-INCH DUCTILE IRON WATER PIPE	LF
303- 006	02510	6-INCH DUCTILE IRON WATER PIPE	LF
303- 008	02510	8-INCH DUCTILE IRON WATER PIPE	LF
303- 012	02510	12-INCH DUCTILE IRON WATER PIPE	LF
303- 016	02510	16-INCH DUCTILE IRON WATER PIPE	LF
309- 001	02510	DUCTILE IRON FITTINGS FOR WATER PIPE	LB
345- 990	01513	TEMPORARY WATER SERVICE	Lump Sum
347- 075	02510	3/4-INCH COPPER TUBING TYPE K	LF
347- 100	02510	1-INCH COPPER TUBING TYPE K	LF
347- 150	02510	1-1/2-INCH COPPER TUBING TYPE K	LF
347- 200	02510	2-INCH COPPER TUBING TYPE K	LF
350- 004	02510	4-INCH GATE AND GATE BOX	Each
350- 006	02510	6-INCH GATE AND GATE BOX	Each
350- 008	02510	8-INCH GATE AND GATE BOX	Each
350- 012	02510	12-INCH GATE AND GATE BOX	Each
350- 016	02510	16-INCH GATE AND GATE BOX	Each
356- 116	02510	16-INCH BUTTERFLY VALVE AND BOX	Each
358- 002	02510	GATE BOX AND SERVICE BOX ADJUSTED	Each
373- 006	02510	6-INCH WATER PIPE INSULATION	LF
373- 012	02510	12-INCH WATER PIPE INSULATION	LF
373- 016	02510	16-INCH WATER PIPE INSULATION	LF
376- 001	02510	HYDRANT	Each
376- 003	02510	HYDRANT – REMOVED AND STACKED	Each
379- 400	02510	AIR RELEASE VALVE AND VAULT	Each
381- 010	02510	SERVICE BOX – MUNICIPAL STANDARD	Each
384- 001	02510	CURB STOP	Each
390- 001	02810	IRRIGATION SYSTEM	Lump Sum
399- 999	02510	WATER SYSTEM ABANDONMENT	Lump Sum
440- 001	01570	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB
443- 001	01570	WATER FOR ROADWAY DUST CONTROL	M. Gal.

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

Bid Item No.	Spec. Section No.	Description	Unit
460- 001	02740	HOT MIX ASPHALT PAVEMENT (ALL COURSES)	Ton
460- 002	02740	HOT MIX ASPHALT FOR PATCHING	Ton
460- 003	02741	LIQUID ASPHALT PRICE ADJUSTMENT	Allowance
464- 001	02740	BITUMEN FOR TACK COAT	Gallon
472- 100	02795	POROUS HOT MIX ASPHALT	Ton
504- 016	02770	GRANITE CURB – 6-IN. X 16-IN.	LF
504- 018	02770	GRANITE CURB – 6-IN. X 18-IN.	LF
504- 024	02770	GRANITE CURB – 6 IN. X 24-IN.	LF
504- 028	02770	GRANITE CURB – 6-IN. X 28-IN.	LF
507- 016	02770	BEVELED GRANITE CURB – 6-IN. X 16-IN.	LF
507- 018	02770	BEVELED GRANITE CURB – 6-IN. X 18-IN.	LF
507- 028	02770	BEVELED GRANITE CURB – 6-IN. X 28-IN.	LF
516- 001	02770	GRANITE CURB CORNER – 1-FT. RADIUS	Each
516- 003	02770	GRANITE CURB CORNER – 3-FT. RADIUS	Each
520- 036	03450	PRECAST BATTERED CONCRETE CURB	LF
580- 001	02770	GRANITE CURB - REMOVE & RESET	LF
594- 001	02770	CURB - REMOVE & DISCARD	LF
655- 200	02800	42 IN. HT. RAILING	LF
697- 100	01570	SILT SACK FOR CATCH BASIN	Each
698- 306	02200	NON-WOVEN GEOTEXTILE FABRIC – 6 OZ	SY
698- 308	02200	NON-WOVEN GEOTEXTILE FABRIC – 8 OZ.	SY
698- 500	02200	IMPERMEABLE LINER	SF
698- 600	02906	SOIL CELLS – 1X	Each
698- 601	02906	SOIL CELLS – 2X	Each
701- 001	02775	CEMENT CONCRETE SIDEWALKS & DRIVEWAYS (ALL THICKNESSES)	SY
701- 020	02775	CEMENT CONCRETE WHEELCHAIR RAMPS	Each
701- 111	02762	SURFACE-MOUNTED, DETECTABLE WARNING PANELS	SF
701- 300	02902	CONCRETE SPLASH PAD FOR BIORETENTION BASINS	Each
702- 001	02740	HOT MIX ASPHALT WALKWAY	SY
706- 100	02780	RESET CONCRETE UNIT PAVER	SF
706- 910	02780	PERMEABLE CONCRETE UNIT PAVERS	SF
706- 911	02780	EDGE RESTRAINT	LF
707- 101	02800	REMOVE AND STACK GRANITE BOLLARD	Each
707- 102	02800	REMOVE AND STACK STREET FURNITURE	Each
707- 103	02800	REMOVE AND STACK BUS SHELTER	Each
707- 110	02800	BENCH	Each
707- 201	02800	TRASH RECEPTACLE	Each
707- 202	02800	RECYCLING RECEPTACLE	Each
707- 203	02800	TRASH AND RECYCLING STATION	Each
707- 500	02800	18" HT. TREE/PLANTING GUARD	LF
707- 805	02800	GRANITE BOLLARD	LF

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

Bid Item No.	Spec. Section No.	Description	Unit
707- 811	02800	RESET GRANITE BOLLARD	Each
707- 900	02800	BICYCLE RACK	Each
740- 001	01520	ENGINEER'S FIELD OFFICE AND RELATED EQUIPMENT FOR ENGINEER	Month
745- 001	02800	RESET BUS SHELTER	Each
748- 110	01560	EMERGENCY RESPONSE PLAN	Lump sum
748- 120	01560	DEPLOY EMERGENCY RESPONSE PLAN	Allowance
749- 500	01050	AS-BUILT SURVEY AND FINAL RECORD DRAWINGS	Lump Sum
751- 001	02950	PLANTING SOIL	CY
751- 002	02950	BIORETENTION BASIN SOIL	CY
775- 028	02910	ELM-AMERICAN 'PRINCETON' 3 INCH CALIPER	Each
775- 030	02910	HACKBERRY 3 INCH CALIPER	Each
775- 143	02910	LINDEN-AMERICAN 3 INCH CALIPER	Each
775- 442	02910	LOCUST-HONEY-THORNLESS-'SKYLINE' 3 INCH CALIPER	Each
777- 042	02910	OAK-NORTHERN RED 3 INCH CALIPER	Each
777- 265	02910	OAK-SWAMP WHITE 3 INCH CALIPER	Each
777- 443	02910	PLANETREE-LONDON-'BLOODGOOD' 3 INCH CALIPER	Each
778- 170	02910	BIRCH-RIVER 'DURAHEAT' 3 INCH CALIPER	Each
786- 082	02900	JUNIPER-'BAR HARBOR' 18 INCH	Each
794- 322	02900	SUMAC-FRAGRANT-'GRO-LOW' 18 INCH	Each
796- 417	02900	BROOMSEDGE 1 QUART	Each
796- 420	02800	SOFT RUSH 1 QUART	Each
796- 446	02900	LITTLE BLUESTEM 1 QUART	Each
796- 452	02900	PURPLE LOVE GRASS 1 QUART	Each
796- 457	02800	SWITCHGRASS 'SHENANDOAH' #2 CONTAINER	Each
796- 710	02900	BEARDTONGUE #2 CONTAINER	Each
796- 712	02900	BOWMAN'S ROOT #2 CONTAINER	Each
796- 714	02900	WILD BERGAMOT #2 CONTAINER	Each
796- 717	02900	BLACK-EYED SUSAN #2 CONTAINER	Each
796- 721	02900	BUTTERFLY MILKWEED #2 CONTAINER	Each
796- 783	02900	GOLDEN ALEXANDERS #2 CONTAINER	Each
796- 785	02900	IRIS-BLUE FLAG #2 CONTAINER	Each
796- 786	02900	IRONWEED 'IRON BUTTERFLY' #2 CONTAINER	Each
796- 803	02900	NEW ENGLAND ASTER #2 CONTAINER	Each
796- 805	02900	ASTER-HEATH-'SNOW FLURRY' #2 CONTAINER	Each
796- 850	02900	SUNDROPS #2 CONTAINER	Each
798- 001	02910	WATERING TREE PLANTING DURING THE 2-YEAR GUARANTEE PERIOD	Each
798- 002	02900	WATERING LANDSCAPING PLANTING DURING THE 2-YEAR GUARANTEE PERIOD	LS
800- 005	02580	DUCTBANK REMOVED AND DISCARDED	LF
800- 104	02890	4 INCH NON-METALLIC CONDUIT - REMOVE AND RELAY	
801- 201	16510	2 INCH NON-METALLIC CONDUIT	LF

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

Bid Item No.	Spec. Section No.	Description	Unit
801- 301	16510	3 INCH NON-METALLIC CONDUIT	LF
801- 302	16510	3 INCH NON-METALLIC CONDUIT ENCASED IN CONCRETE UNDER ROADWAYS	LF
801- 410	02890	4 INCH NON-METALLIC CONDUIT	LF
806- 301	02890	3 INCH METALLIC (GALVANIZED STEEL) CONDUIT	LF
810- 020	02580	2-WAY DUCTBANK ENCASED IN CONCRETE	LF
810- 080	02580	8-WAY DUCTBANK ENCASED IN CONCRETE	LF
811- 270	02580	COMMUNICATIONS MANHOLE	Each
811- 271	16510	PRECAST ELECTRIC HANDHOLE - FOR ROADWAY LIGHTING (18" X 24")	Each
811- 320	02890	PULL BOX 12 X 24 INCHES (TRAFFIC CONTROL)	Each
811- 330	02580	COMMUNICATIONS HANDHOLE (36" X 36")	Each
812- 091	16500	LIGHT POLE FOUNDATION PRECAST – STANDARD DEPTH	Each
812- 092	16500	LIGHT POLE FOUNDATION PRECAST – SHALLOW DEPTH	Each
813- 301	16510	CONDUCTORS #10 AWG FOR STREET LIGHTING	LF
813- 311	16510	CONDUCTORS #8 AWG FOR STREET LIGHTING	LF
813- 321	16510	CONDUCTORS #6 AWG FOR STREET LIGHTING	LF
813- 734	16510	GROUND WIRE #8 AWG BARE COPPER FOR STREET LIGHTING	LF
813- 735	16510	GROUND WIRE #6 AWG BARE COPPER FOR STREET LIGHTING	LF
815- 098	02890	FOOTING COST ADJUSTMENT	VLF
816- 702	02890	TRAFFIC CONTROL SIGNAL MODIFICATIONS – WASHINGTON STREET, WEBSTER AVENUE, SOMERVILLE AVENUE & BOW STREET	Lump Sum
816- 704	02890	TRAFFIC CONTROL SIGNAL MODIFICATIONS – PROSPECT STREET & SOMERVILLE AVENUE	Lump Sum
816- 705	02890	TRAFFIC CONTROL SIGNAL RELOCATION – LINDEN STREET & SOMERVILLE AVENUE	Lump Sum
816- 706	02890	TRAFFIC CONTROL SIGNAL RESTORATION – SOMERVILLE AVENUE & MEDFORD STREET	Lump Sum
820- 101	16500	ROADWAY LIGHTPOLE WITH ONE LUMINAIRE	Each
820- 102	16500	ROADWAY LIGHTPOLE WITH TWO LUMINAIRES	Each
820- 202	16500	PEDESTRIAN LIGHTPOLE WITH TWO LUMINAIRES	Each
820- 919	02500	STREET LIGHTING SYSTEM DEMOLITION	Lump Sum
823- 650	16500	LIGHTING CONTROL CABINET & FOUNDATION	Each
828- 001	02892	PERMANENT TRAFFIC SIGNAGE	SF
830- 215	01580	PROJECT SIGN	Each
834- 019	02893	FLEXIBLE DELINEATOR POSTS	Each

City of Somerville - Somerville Avenue Utility and Streetscape Improvements

Bid Item No.	Spec. Section No.	Description	Unit
850- 001	01570	TRAFFIC MANAGEMENT DURING CONSTRUCTION	Lump Sum
850- 002	01570	TRAFFIC CONTROL SERVICES	Allowance
852- 100	01570	TEMPORARY CONSTRUCTION SIGNS	SF
852- 900	01570	TEMPORARY CONSTRUCTION SIGNS WITH FLASHING LED EDGE LIGHTING	Each
854- 026	01570	TEMPORARY PAVEMENT MARKINGS – 4-INCH PAINT	LF
854- 032	01570	TEMPORARY PAVEMENT MARKINGS – 12-INCH PAINT	LF
854- 060	01570	TEMPORARY ARROWS AND LEGENDS	SF
854- 090	01570	TEMPORARY GREEN BIKE LANE PAINT	SF
854- 120	01570	PAVEMENT MARKING REMOVAL	LF
856- 001	01570	ARROW BOARD	Day
856- 012	01570	PORTABLE CHANGEABLE MESSAGE SIGN	Day
856- 013	01550	PORTABLE CHANGEABLE MESSAGE SIGN (60 IN. x 30 IN.)	Day
856- 014	01550	PORTABLE CHANGEABLE MESSAGE SIGN (60 IN. x 30 IN.) – TRANSFER TO OWNER	Each
860- 001	02760	4-INCH WHITE PAVEMENT MARKINGS	LF
860- 002	02760	4-INCH YELLOW PAVEMENT MARKINGS	LF
860- 004	02760	12-INCH WHITE STOP LINES	SF
860- 005	02760	CROSSWALK STRIPING	SF
860- 006	02760	PAVEMENT ARROWS AND LEGENDS	SF
860- 900	02760	GREEN BIKE LANE PAINT	SF
860- 920	02760	FRICTION SURFACE - DESERT KHAKI	SF
874- 001	02892	STREET NAME SIGN	Each
874- 200	02892	TRAFFIC SIGN REMOVED AND RESET	Each
874- 300	02892	TRAFFIC SIGN REMOVED AND DISCARDED	Each
875- 001	02894	PARKING METER INSTALL (FURNISHED BY THE CITY)	Each
875- 002	02894	PARKING METER REMOVED AND STACKED	Each
904- 001	02780	CAST-IN-PLACE CONCRETE TREE PLANTER FOOTING	CY
904- 002	02510	4000 PSI 3/4 IN. AGGR. CONCRETE	CY
999- 999	01505	DEMOBILIZATION	Lump Sum

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Furnish all labor, materials, equipment and incidentals necessary to construct sewer separation, sewer relocations, sewer lining, water main improvements, and streetscape improvements for the Somerville Avenue Utility and Streetscape Improvements Project, complete and ready for use as indicated on the Drawings and specified herein.
- B. The Work includes, but is not necessarily limited to, the following major items:
 - 1. Replacement of water mains including new hydrants and reconnecting services along Somerville Avenue from Webster Avenue to approximately 300 feet east of Medford Street as indicated on the Drawings and specified herein.
 - 2. Construction of a new stormwater conduit system including precast concrete box culvert sections, grit chambers, junction chambers, connections to existing pipes and conduits, and related work as indicated on the Drawings and specified herein.
 - 3. Relocation of sanitary sewer mains along Somerville Avenue in two locations and the reconstruction/reconfiguration of a sanitary sewer on Prospect Street as it passes under the stormwater box culvert.
 - 4. Cured-in-place lining of various combined sewers and sanitary sewers from Union Square to approximately 300 feet east of Medford Street.
 - 5. Full depth reconstruction of Somerville Avenue from west of Prospect Street to approximately 300 feet east of Medford Street. Restoration includes new sidewalks, cycle tracks, roadway pavement, stormwater systems, green infrastructure (stormwater basins and bioretention basins), plantings, irrigation system, street lighting, traffic control system modifications, street furniture and related work, as indicated on the Drawings and specified herein.
 - 6. Restoration of Somerville Avenue from Webster Avenue to Prospect Street including new roadway pavement, new stormwater collection system, protected bicycle facilities, new sidewalks, and related work as indicated on the Drawings and specified herein.
- C. For the purposes of these Specifications, the term "as indicated" shall mean as shown or depicted on the Drawings; the term "as specified" shall mean as stated or required by these Specifications.

1.02 REFERENCE:

- A. General Note for the Technical Specifications:
 - 1. The Massachusetts Department of Transportation (MassDOT), Highway Division Standard Specifications for Highways and Bridges (herein titled "Standard Specifications" and "MHD

Standard Specifications”) shall be considered part of these Technical Specification where referenced herein. The term “MHD” shall mean MassDOT Highway Division.

1.03 WORK BY OTHERS:

- A. See Section 01012.

1.04 SEQUENCE OF WORK:

- A. See Section 01015.

1.05 SITE CONDITIONS:

- A. Staging Areas:
 - 1. The City will not provide the Contractor with a staging area. The Contractor is responsible for obtaining permission to use one or more staging areas within 1 mile of the Project Work Limits.

PART 2 - PRODUCTS

- Not Used

PART 3 - EXECUTION

- Not Used

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for Work required under this Section. Costs in connection therewith will be considered incidental to the item or items of Work to which they pertain.

END OF SECTION

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 #18-24

SECTION 4.0

FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for:

Somerville Avenue Utilities and Streetscape Upgrades

In accordance with the accompanying plans and specifications prepared by WSP USA, Inc. (75 Arlington Street, Boston, MA 02116) 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 Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **1/31/2018 by 11AM 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 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director 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):

\$ 44,415,000.00

Total in words:

Forty-Four Million, Four Hundred Fifteen Thousand Dollars and Zero Cents

(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: 04 -- 3423193

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:
None

in which case the reasons for rejection were as follows:

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 Seventh day of February, 2018.

Name of Company/Individual:
Barletta Heavy Division, Inc.

Address, City, State, Zip:
40 Shawmut Road, Suite 200 Canton MA 02021-1409

Tel # 781-821-6222

Email: estimating@barlettaco.com

Name and Title of Person Signing Michael M. Foley, Vice President

Signature of Authorized Individual



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.

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 ☒ #2 ☒ #3 ☒ #4 ☐ #5 ☐ #6 ☐ #7 ☐ #8 ☐ #9 ☐ #10 ☐

**FORM FOR GENERAL BID
Unit Price Form**

REV. 1

**Somerville Avenue Utility and Streetscape Improvements
IFB 18-24**

Bidder must fill in Bid Schedule in Ink

Bidder shall fill in Computed Total
(Subject to verification)

Item No.	Description	Units	Approximate Quantity	Computed Total
100- 001	MOBILIZATION The sum of One Million, Two Hundred Seventy-Five Thousand Dollars____ Lump Sum (\$1,275,000.00 _____) Lump Sum	Lump Sum	1	\$1,275,000.00
102- 012	INDIVIDUAL TREE PRUNING The sum of Four Hundred Twenty Dollars Each (\$ 420.00 _____) Each	Each	2	\$840.00
102- 051	INDIVIDUAL TREE PROTECTION The sum of Two Hundred Ten Dollars Each (\$ 210.00 _____) Each	Each	40	\$8,400.00
103- 001	INDIVIDUAL TREE REMOVAL – DIAMETER UNDER 24 INCHES The sum of Eight Hundred Sixty-One Dollars Each (\$ 861.00 _____) Each	Each	38	\$32,718.00
105- 001	STUMP REMOVAL The sum of Four Hundred Seventy-Two Dollars and Fifty Cents Each (\$ 472.50 _____) Each	Each	6	\$2,835.00

**FORM FOR GENERAL BID
Unit Price Form**

REV. 1

**Somerville Avenue Utility and Streetscape Improvements
IFB 18-24**

Bidder must fill in Bid Schedule in Ink

Bidder shall fill in Computed Total
(Subject to verification)

Item No.	Description	Units	Approximate Quantity	Computed Total
105- 002	<p>INDIVIDUAL TREE AIR SPADING</p> <p>The sum of</p> <p>Three Hundred Fifteen Dollars</p> <p>Each</p> <p>(\$ 315.00)</p> <p>Each</p>	Each	15	\$4,725.00
108- 501	<p>STREET SWEEPING</p> <p>The sum of</p> <p>Two Hundred Ten Thousand Dollars</p> <p>Lump Sum</p> <p>(\$ 210,000.00)</p> <p>Lump Sum</p>	Lump Sum	1	\$210,000.00
119- 001	<p>RODENT CONTROL</p> <p>The sum of</p> <p>Twenty-Six Thousand, Two Hundred Fifty Dollars</p> <p>Lump Sum</p> <p>(\$ 26,250.00)</p> <p>Lump Sum</p>	Lump Sum	1	\$26,250.00
126- 200	<p>EXCAVATION OF UNSUITABLE MATERIAL</p> <p>The sum of</p> <p>Thirty-Six Dollars</p> <p>CUBIC YARD</p> <p>(\$ 36.00)</p> <p>CUBIC YARD</p>	CY	2,000	\$72,000.00
129- 001	<p>ROADWAY EXCAVATION BY COLD PLANE</p> <p>The sum of</p> <p>Seven Dollars and Fifty Cents</p> <p>SQUARE YARD</p> <p>(\$ 7.50)</p> <p>SQUARE YARD</p>	SY	7,200	\$54,000.00

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**Somerville Avenue Utility and Streetscape Improvements
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Item No.	Description	Units	Approximate Quantity	Computed Total
129- 200	ROADWAY PAVEMENT REMOVAL The sum of Thirteen Dollars _____ (\$ 13.00 _____) SQUARE YARD _____ (\$ _____) SQUARE YARD _____	SY	18,500	\$240,500.00
129- 250	SIDEWALK REMOVAL The sum of Seventeen Dollars and Fifty Cents _____ (\$ 17.50 _____) SQUARE YARD _____ (\$ _____) SQUARE YARD _____	SY	4,700	\$82,250.00
141- 001	TEST PIT'S The sum of Two Hundred Dollars _____ (\$ 200.00 _____) CUBIC YARD _____ (\$ _____) CUBIC YARD _____	CY	600	\$120,000.00
144- 001	CLASS B ROCK EXCAVATION The sum of Ninety-Seven Dollars _____ (\$ 97.00 _____) CUBIC YARD _____ (\$ _____) CUBIC YARD _____	CY	600	\$58,200.00
151- 001	GRAVEL BORROW The sum of Fifty-Seven Dollars _____ (\$ 57.00 _____) CUBIC YARD _____ (\$ _____) CUBIC YARD _____	CY	6,300	\$359,100.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
152- 001	DENSE-GRADED CRUSHED STONE The sum of Fifty-Five Dollars CUBIC YARD (\$ 55.00) CUBIC YARD	CY	2,300	\$126,500.00
152- 700	PEA GRAVEL (3/8-INCH) The sum of One Hundred Forty-Eight Dollars CUBIC YARD (\$ 148.00) CUBIC YARD	CY	10	\$1,480.00
153- 001	FLOWABLE FILL (CDF) The sum of One Hundred Thirty-Eight Dollars CUBIC YARD (\$ 138.00) CUBIC YARD	CY	2,000	\$276,000.00
156- 002	CRUSHED STONE (3/4-INCH) The sum of Forty Dollars Ton (\$ 40.00) Ton	Ton	500	\$20,000.00
156- 110	CHOKER COURSE (3/4-INCH) The sum of Fifty-Six Dollars CUBIC YARD (\$ 56.00) CUBIC YARD	CY	680	\$38,080.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
156- 130	RESERVOIR COURSE (1-1/2-INCH) The sum of Sixty-One Dollars CUBIC YARD (\$ 61.00) CUBIC YARD	CY	1,075	\$65,575.00
161- 200	PRE- AND POST-CONSTRUCTION STRUCTURE CONDITION SURVEY The sum of Five Thousand, Two Hundred Fifty Dollars Each (\$ 5,250.00) Each	Each	28	\$147,000.00
161- 205	PRE- AND POST-CONSTRUCTION ELEVATED MCGRATH HIGHWAY CONDITION SURVEY The sum of Nineteen Thousand Dollars Lump Sum (\$ 19,000.00) Lump Sum	Lump Sum	1	\$19,000.00
161- 210	GROUND MONITORING POINT The sum of Two Hundred Sixty-Three Dollars Each (\$ 263.00) Each	Each	9	\$2,367.00
161- 215	UTILITY MONITORING POINT The sum of One Thousand, Fifty Dollars Each (\$ 1,050.00) Each	Each	15	\$15,750.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
161- 220	STRUCTURE MONITORING POINT The sum of Four Hundred Twenty Dollars Each (\$ 420.00) Each	Each	25	\$10,500.00
170- 001	FINE GRADING AND COMPACTION - SUBGRADE AREAS The sum of Four Dollars and Twenty-Five Cents SQUARE YARD (\$ 4.25) SQUARE YARD	SY	20,200	\$85,850.00
180- 701	SOIL INFILTRATION TESTING The sum of Seven Hundred Sixty-Eight Dollars Each (\$ 768.00) Each	Each	17	\$13,056.00
180- 702	PERMEABLE CONCRETE UNIT PAVERS INFILTRATION TESTING The sum of Eight Hundred Forty Dollars Each (\$ 840.00) Each	Each	8	\$6,720.00
180- 703	POROUS HOT MIX ASPHALT INFILTRATION TESTING The sum of Eight Hundred Forty Dollars Each (\$ 840.00) Each	Each	12	\$10,080.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
181- 011	<p>CONTAMINATED EXCAVATED MATERIAL REUSED AT AN UNLINED LANDFILL (GROUP I)</p> <p>The sum of</p> <p>One Hundred Dollars</p> <p>Ton</p> <p>(\$100.00)</p>	Ton	120	\$12,000.00
181- 012	<p>CONTAMINATED EXCAVATED MATERIAL REUSED AT A LINED LANDFILL (GROUP I OR II)</p> <p>The sum of</p> <p>One Hundred Ten Dollars</p> <p>Ton</p> <p>(\$110.00)</p>	Ton	120	\$13,200.00
181- 013	<p>CONTAMINATED EXCAVATED MATERIAL, DISPOSED AS A SPECIAL WASTE AT A LINED LANDFILL (GROUP II)</p> <p>The sum of</p> <p>Two Hundred Dollars</p> <p>Ton</p> <p>(\$200.00)</p>	Ton	120	\$24,000.00
181- 014	<p>CONTAMINATED EXCAVATED MATERIAL, DISPOSED AS A SPECIAL WASTE OR NON RCRA HAZARDOUS WASTE OUT-OF-STATE (GROUP II OR III)</p> <p>The sum of</p> <p>Two Hundred Dollars</p> <p>Ton</p> <p>(\$200.00)</p>	Ton	120	\$24,000.00
181- 015	<p>CONTAMINATED EXCAVATED MATERIAL, TREATMENT AND DISPOSAL OF RCRA HAZARDOUS WASTE OUT-OF-STATE (GROUP II OR III)</p> <p>The sum of</p> <p>Four Hundred Fifty Dollars</p> <p>Ton</p> <p>(\$450.00)</p>	Ton	60	\$27,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
181- 016	CONTAMINATED EXCAVATED MATERIAL IN STATE DISPOSAL OF SOLID WASTE (GROUP IV) The sum of One Hundred Fifty-Five Dollars Ton (\$ 155.00) Ton	Ton	60	\$9,300.00
181- 017	CONTAMINATED EXCAVATED MATERIAL IN STATE TREATMENT (RECYCLING) (GROUP IV) TON The sum of One Hundred Fifty-Five Dollars (\$155.00 Ton)	Ton	120	\$18,600.00
181- 018	DISPOSAL OF CONTAMINATED GROUNDWATER The sum of Ten Dollars Gal. (\$ 10.00) Gal.	Gal.	3,000	\$30,000.00
181- 019	TREATMENT OF CONTAMINATED GROUNDWATER The sum of One Thousand, Two Hundred Twenty Dollars Day (\$ 1,220.00) Day	Day	100	\$122,000.00
192- 300	CLEANOUT The sum of Four Hundred Eighty Five Dollars Each (\$ 485.00) Each	Each	56	\$27,160.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
192- 400	<p>OBSERVATION WELL</p> <p>The sum of</p> <p>Four Hundred Fifty-Five Dollars</p> <p>Each</p> <p>(\$ 455.00)</p> <p>Each</p>	Each	3	\$1,365.00
192- 500	<p>SOIL CELL INSPECTION RISER</p> <p>The sum of</p> <p>Four Hundred Dollars</p> <p>Each</p> <p>(\$ 400.00)</p> <p>Each</p>	Each	22	\$8,800.00
192- 600	<p>PVC DRAIN BASIN</p> <p>The sum of</p> <p>One Thousand Fifty Dollars</p> <p>Each</p> <p>(\$1,050.00)</p> <p>Each</p>	Each	17	\$17,850.00
200- 005	<p>FRAMES AND GRATES OR COVERS</p> <p>The sum of</p> <p>One Thousand, Ninety-Six Dollars</p> <p>Each</p> <p>(\$ 1,096.00)</p> <p>Each</p>	Each	160	\$175,360.00
201- 021	<p>CATCH BASIN WITH DEEP SUMP AND HOOD</p> <p>The sum of</p> <p>Four Thousand One Hundred Dollars</p> <p>Each</p> <p>(\$ 4,100.00)</p> <p>Each</p>	Each	9	\$36,900.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
201- 313	CATCH BASIN WITH OFFSET SUMP AND HOOD - TYPE 13 The sum of Six Thousand, Five Hundred Dollars Each (\$ 6,500.00) Each	Each	7	\$45,500.00
201- 314	CATCH BASIN WITH OFFSET SUMP AND HOOD - TYPE 14 The sum of Six Thousand, Five Hundred Dollars Each (\$ 6,500.00) Each	Each	7	\$45,500.00
201- 315	CATCH BASIN WITH OFFSET SUMP AND HOOD - TYPE 15 The sum of Eight Thousand, Eight Hundred Fifty Dollars Each (\$ 8,850.00) Each	Each	5	\$44,250.00
201- 360	CATCH BASIN - TYPE "SB" The sum of Three Thousand, Five Hundred Dollars Each (\$ 3,500.00) Each	Each	13	\$45,500.00
201- 370	CATCH BASIN - TYPE "GIB" The sum of Fourteen Thousand, Seven Hundred Dollars Each (\$14,700.00) Each	Each	3	\$44,100.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
202- 004	<p>DRAIN MANHOLE -- 4 FT. DIAMETER</p> <p>The sum of</p> <p>Thirteen Thousand, Two Hundred Fifty Dollars</p> <p>Each</p> <p>(\$ 13,250.00)</p> <p>Each</p>	Each	3	\$39,750.00
202- 005	<p>DRAIN MANHOLE -- 5 FT. DIAMETER</p> <p>The sum of</p> <p>Nine Thousand Dollars</p> <p>Each</p> <p>(\$ 9,000.00)</p> <p>Each</p>	Each	2	\$18,000.00
202- 202	<p>DRAIN MANHOLE WITH SUMP AND HOOD</p> <p>The sum of</p> <p>Seven Thousand, Six Hundred Fifty Dollars</p> <p>Each</p> <p>(\$ 7,650.00)</p> <p>Each</p>	Each	15	\$114,750.00
202- 900	<p>RISER CONNECTION TO BOX CULVERT</p> <p>The sum of</p> <p>Two Thousand, One Hundred Dollars</p> <p>Each</p> <p>(\$ 2,100.00)</p> <p>Each</p>	Each	22	\$46,200.00
203- 400	<p>GRIT CHAMBERS</p> <p>The sum of</p> <p>Forty-Three Thousand Five Hundred Fifty Dollars</p> <p>Each</p> <p>(\$43,550.00)</p> <p>Each</p>	Each	4	\$174,200.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
203- 410	<p>JUNCTION CHAMBER 1</p> <p>The sum of</p> <p>--- Sixteen Thousand, Five Hundred Dollars</p> <p>_____</p> <p align="center">Each</p> <p>(\$16,500.00 _____)</p> <p align="center">Each</p>	Each	1	\$16,500.00
203- 420	<p>JUNCTION CHAMBER 2</p> <p>The sum of</p> <p>Sixteen Thousand, Five Hundred Dollars</p> <p>_____</p> <p>_____</p> <p align="center">Each</p> <p>(\$16,500.00 _____)</p> <p align="center">Each</p>	Each	1	\$16,500.00
203- 509	<p>UPSTREAM CONNECTION TO EXISTING BRICK & RCP STORM DRAINS</p> <p>The sum of</p> <p>Two Million, Nine Hundred Thirty-Two Thousand, Five Hundred Sixty-Seven Dollars</p> <p>_____</p> <p align="center">Lump Sum</p> <p>(\$2,932,567.00 _____)</p> <p align="center">Lump Sum</p>	Lump Sum	1	\$2,932,567.00
203- 521	<p>DRAIN DOWN CHAMBER #1</p> <p>The sum of</p> <p>Twenty-Six Thousand, Eight Hundred Dollars</p> <p>_____</p> <p>_____</p> <p align="center">Each</p> <p>(\$26,800.00 _____)</p> <p align="center">Each</p>	Each	1	\$26,800.00
203- 522	<p>DRAIN DOWN CHAMBER #2</p> <p>The sum of</p> <p>Fifty-Three Thousand, One Hundred Fifty Dollars</p> <p>_____</p> <p>_____</p> <p align="center">Each</p> <p>(\$53,150.00 _____)</p> <p align="center">Each</p>	Each	1	\$53,150.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
203- 599	DOWNSREAM CONNECTION TO EXISTING BRICK COMBINED SEWER CHAMBER The sum of Five Million Dollars _____ _____ Lump Sum (\$ 5,000,000.00 _____) _____ Lump Sum	Lump Sum	1	\$5,000,000.00
210- 004	SANITARY SEWER MANHOLE -- 4-FT. DIAMETER The sum of Seven Thousand, Nine Hundred Dollars _____ _____ Each (\$7,900.00 _____) _____ Each	Each	3	\$23,700.00
210- 005	SANITARY SEWER MANHOLE -- 5-FT. DIAMETER The sum of Ten Thousand, Dollars _____ _____ \$10,000.00 _____) _____ Each	Each	4	\$40,000.00
210- 006	SANITARY SEWER MANHOLE -- 6-FT. DIAMETER The sum of Thirteen Thousand, Six Hundred Seventy Dollars _____ _____ Each (\$13,670.00 _____) _____ Each	Each	3	\$41,010.00
210- 007	SANITARY SEWER MANHOLE -- 7-FT. DIAMETER The sum of Eighteen Thousand, Five Hundred Dollars _____ _____ _____ Each (\$18,500.00 _____) _____ Each	Each	1	\$18,500.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
210- 010	<p>SANITARY SEWER MANHOLE – 10-FT. DIAMETER</p> <p>The sum of</p> <p>Forty-Eight Thousand Dollars</p> <p align="center">Each</p> <p>(\$48,000.00)</p> <p align="center">Each</p>	Each	1	\$48,000.00
220- 001	<p>DRAINAGE & SANITARY STRUCTURES - ADJUSTED</p> <p>The sum of</p> <p>Six Hundred Sixty-Five Dollars</p> <p align="center">Each</p> <p>(\$ 665.00)</p> <p align="center">Each</p>	Each	40	\$26,600.00
220- 201	<p>DRAINAGE STRUCTURE REBUILT</p> <p>The sum of</p> <p>Two Thousand, One Hundred Fifty Dollars</p> <p align="center">Each</p> <p>(\$2,150.00)</p> <p align="center">Each</p>	Each	2	\$4,300.00
220- 908	<p>DRAINAGE STRUCTURES ABANDONED</p> <p>The sum of</p> <p>One Thousand, Nine Hundred Seventy Dollars</p> <p align="center">Each</p> <p>(\$ 1,970.00)</p> <p align="center">Each</p>	Each	15	\$29,550.00
220- 909	<p>DRAINAGE STRUCTURES REMOVED</p> <p>The sum of</p> <p>Six Hundred Dollars</p> <p align="center">Each</p> <p>(\$ 600.00)</p> <p align="center">Each</p>	Each	25	\$15,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
223- 001	<p>FRAME AND GRATE OR COVER REMOVE AND STACK</p> <p>The sum of</p> <p>Three Hundred Dollars</p> <p>Each</p> <p>(\$ 300.00)</p> <p>Each</p>	Each	40	\$12,000.00
227- 113	<p>FLAP GATE: 1 FT. X 3 FT.</p> <p>The sum of</p> <p>Eight Thousand Dollars</p> <p>Each</p> <p>(\$8,000.00)</p> <p>Each</p>	Each	2	\$16,000.00
227- 213	<p>SLUICE GATE: 1 FT. X 3 FT.</p> <p>The sum of</p> <p>Twenty-One Thousand, One Hundred Fifty Dollars</p> <p>Each</p> <p>(\$21,150.00)</p> <p>Each</p>	Each	1	\$21,150.00
227- 321	<p>CATCH BASIN CLEANING</p> <p>The sum of</p> <p>Fifty-Two Dollars and Fifty Cents</p> <p>Each</p> <p>(\$ 52.50)</p> <p>Each</p>	Each	40	\$2,100.00
227- 424	<p>MASONRY PLUG IN EXISTING PIPE (24 IN. AND SMALLER)</p> <p>The sum of</p> <p>Three Hundred Eighty Dollars</p> <p>Each</p> <p>(\$ 380.00)</p> <p>Each</p>	Each	30	\$11,400.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
227- 436	<p>CONCRETE BULKHEAD IN EXISTING PIPE (24 IN. TO 36 IN.)</p> <p>The sum of</p> <p>Five Thousand, Four Hundred Sixty Dollars</p> <p>Each</p> <p>(\$ 5,460.00)</p> <p>Each</p>	Each	10	\$54,600.00
227- 500	<p>ANTI-SEEP COLLAR</p> <p>The sum of</p> <p>— Four Hundred Sixty-Five Dollars</p> <p>Each</p> <p>(\$465.00)</p> <p>Each</p>	Each	35	\$16,275.00
248- 103	<p>1-FT. (RISE) X 3-FT. (SPAN) REINFORCED CONCRETE BOX CULVERT</p> <p>The sum of</p> <p>One Thousand, Three Hundred Eighty-Five Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 1,385.00)</p> <p>LINEAR FOOT</p>	LF	10	\$13,850.00
248- 414	<p>4-FT. (RISE) X 14-FT. (SPAN) REINFORCED CONCRETE BOX CULVERT</p> <p>The sum of</p> <p>Five Thousand Dollars</p> <p>LINEAR FOOT</p> <p>(\$5,000.00)</p> <p>LINEAR FOOT</p>	LF	130	\$650,000.00
248- 614	<p>6-FT. (RISE) X 14-FT. (SPAN) REINFORCED CONCRETE BOX CULVERT</p> <p>The sum of</p> <p>Four Thousand Dollars</p> <p>LINEAR FOOT</p> <p>(\$4,000.00)</p> <p>LINEAR FOOT</p>	LF	2,200	\$8,800,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
250- 003	3-INCH PVC SEWER PIPE The sum of One Hundred Four Dollars _____ (\$ 104.00 LINEAR FOOT) LINEAR FOOT	LF	100	\$10,400.00
250- 004	4-INCH PVC SEWER PIPE The sum of One Hundred Four Dollars _____ (\$ 104.00 LINEAR FOOT) LINEAR FOOT	LF	100	\$10,400.00
250- 006	6-INCH PVC SEWER PIPE The sum of One Hundred Eighteen Dollars _____ (\$ 118.00 LINEAR FOOT) LINEAR FOOT	LF	100	\$11,800.00
250- 008	8-INCH PVC SEWER PIPE The sum of Two Hundred Eighteen Dollars _____ (\$ 218.00 LINEAR FOOT) LINEAR FOOT	LF	50	\$10,900.00
250- 010	10-INCH PVC SEWER PIPE The sum of One Hundred Sixty Dollars _____ (\$ 160.00 LINEAR FOOT) LINEAR FOOT	LF	50	\$8,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
250- 012	12-INCH PVC SEWER PIPE The sum of One Hundred Fifty Dollars <hr/> LINEAR FOOT (\$ 150.00) LINEAR FOOT	LF	100	\$15,000.00
250- 024	24-INCH PVC SEWER PIPE The sum of Six Hundred Ninety Dollars <hr/> LINEAR FOOT (\$ 690.00) LINEAR FOOT	LF	250	\$172,500.00
250- 030	30-INCH PVC SEWER PIPE The sum of Four Hundred Dollars <hr/> LINEAR FOOT (\$ 400.00) LINEAR FOOT	LF	50	\$20,000.00
250- 042	42-INCH PVC SEWER PIPE The sum of One Thousand, Five Hundred Fifty Dollars <hr/> LINEAR FOOT (\$ 1,550.00) LINEAR FOOT	LF	30	\$46,500.00
250- 048	48-INCH PVC SEWER PIPE The sum of One Thousand, One Hundred Fifty Dollars <hr/> LINEAR FOOT (\$ 1,150.00) LINEAR FOOT	LF	350	\$402,500.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
252- 906	<p>6-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN</p> <p>The sum of</p> <p>One Hundred Forty Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 140.00)</p> <p>LINEAR FOOT</p>	LF	325	\$45,500.00
252- 912	<p>12-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN</p> <p>The sum of</p> <p>One Hundred Twenty Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 120.00)</p> <p>LINEAR FOOT</p>	LF	1,200	\$144,000.00
252- 918	<p>18-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN</p> <p>The sum of</p> <p>One Hundred Eighty Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 180.00)</p> <p>LINEAR FOOT</p>	LF	140	\$25,200.00
252- 924	<p>24-INCH HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN</p> <p>The sum of</p> <p>Two Hundred Ten Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 210.00)</p> <p>LINEAR FOOT</p>	LF	50	\$10,500.00
254- 024	<p>24-INCH POLYPROPYLENE SEWER PIPE</p> <p>The sum of</p> <p>Seven Hundred Sixty-Five Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 765.00)</p> <p>LINEAR FOOT</p>	LF	50	\$38,250.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
258- 001	<p>STONE DISSIPATER FOR BIORETENTION BASINS</p> <p>The sum of</p> <p>Two Hundred Sixty-Five Dollars</p> <p>CUBIC YARD</p> <p>(\$ 265.00)</p> <p>CUBIC YARD</p>	CY	15	\$3,975.00
269- 906	<p>6-INCH PERFORATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR STORM DRAIN</p> <p>The sum of</p> <p>Seventy Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 70.00)</p> <p>LINEAR FOOT</p>	LF	2,210	\$154,700.00
275- 100	<p>CURED-IN-PLACE LINING OF EXISTING PIPES</p> <p>The sum of</p> <p>Four Million Dollars</p> <p>Lump Sum</p> <p>(\$ 4,000,000.00)</p> <p>Lump Sum</p>	Lump Sum	1	\$4,000,000.00
303- 004	<p>4-INCH DUCTILE IRON WATER PIPE</p> <p>The sum of</p> <p>Two Hundred Thirty Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 230.00)</p> <p>LINEAR FOOT</p>	LF	220	\$50,600.00
303- 006	<p>6-INCH DUCTILE IRON WATER PIPE</p> <p>The sum of</p> <p>Five Hundred Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 500.00)</p> <p>LINEAR FOOT</p>	LF	132	\$66,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
303- 008	8-INCH DUCTILE IRON WATER PIPE The sum of Three Hundred Fifty Dollars _____ LINEAR FOOT (\$ 350.00 _____) _____ LINEAR FOOT	LF	390	\$136,500.00
303- 012	12-INCH DUCTILE IRON WATER PIPE The sum of Two Hundred Seventy-Two Dollars _____ LINEAR FOOT (\$ 272.00 _____) _____ LINEAR FOOT	LF	5,100	\$1,387,200.00
303- 016	16-INCH DUCTILE IRON WATER PIPE The sum of Four Hundred Twenty-Five Dollars _____ LINEAR FOOT (\$ 425.00 _____) _____ LINEAR FOOT	LF	220	\$93,500.00
309- 001	DUCTILE IRON FITTINGS FOR WATER PIPE The sum of Five Dollars _____ LB (\$ 5.00 _____) _____ LB	LB	30,000	\$150,000.00
345- 990	TEMPORARY WATER SERVICE The sum of Two Hundred Fifty-Eight Thousand Dollars _____ Lump Sum (\$ 258,000.00 _____) _____ Lump Sum	Lump Sum	1	\$258,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
347- 075	<p>3/4-INCH COPPER TUBING TYPE K</p> <p>The sum of</p> <p>One Hundred Ten Dollars _____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 110.00 _____)</p> <p>_____ LINEAR FOOT</p>	LF	400	\$44,000.00
347- 100	<p>1-INCH COPPER TUBING TYPE K</p> <p>The sum of</p> <p>One Hundred Fourteen Dollars _____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 114.00 _____)</p> <p>_____ LINEAR FOOT</p>	LF	600	\$68,400.00
347- 150	<p>1-1/2-INCH COPPER TUBING TYPE K</p> <p>The sum of</p> <p>One Hundred Seven Dollars _____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 107.00 _____)</p> <p>_____ LINEAR FOOT</p>	LF	250	\$26,750.00
347- 200	<p>2-INCH COPPER TUBING TYPE K</p> <p>The sum of</p> <p>One Hundred Sixteen Dollars _____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 116.00 _____)</p> <p>_____ LINEAR FOOT</p>	LF	250	\$29,000.00
350- 004	<p>4 INCH GATE AND GATE BOX</p> <p>The sum of</p> <p>Six Hundred Sixty-Seven Dollars _____</p> <p>_____ Each</p> <p>(\$ 667.00 _____)</p> <p>_____ Each</p>	Each	10	\$6,670.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
350- 006	6 INCH GATE AND GATE BOX The sum of Eight Hundred Dollars _____ (\$ 800.00 Each Each)	Each	15	\$12,000.00
350- 008	8 INCH GATE AND GATE BOX The sum of One Thousand, One Hundred Fifty Dollars _____ (\$ 1,150.00 Each Each)	Each	14	\$16,100.00
350- 012	12 INCH GATE AND GATE BOX The sum of Two Thousand, One Hundred Eighty-Five Dollars _____ (\$ 2,185.00 Each Each)	Each	28	\$61,180.00
350- 016	16 INCH GATE AND GATE BOX The sum of Six Thousand, Five Hundred Dollars _____ (\$6,500.00 Each Each)	Each	1	\$6,500.00
356- 116	16 INCH BUTTERFLY VALVE AND BOX The sum of Twenty Thousand, Five Hundred Dollars _____ (\$ 20,500.00 Each Each)	Each	1	\$20,500.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
358- 002	GATE BOX AND SERVICE BOX ADJUSTED The sum of Two Hundred Forty-Dollars Each (\$ 240.00) Each	Each	10	\$2,400.00
373- 006	6 INCH WATER PIPE INSULATION The sum of Three Hundred Thirty-Seven Dollars LINEAR FOOT (\$ 337.00) LINEAR FOOT	LF	80	\$26,960.00
373- 012	12 INCH WATER PIPE INSULATION The sum of Three Hundred Four Dollars LINEAR FOOT (\$ 304.00) LINEAR FOOT	LF	100	\$30,400.00
373- 016	16 INCH WATER PIPE INSULATION The sum of Three Hundred Forty Dollars LINEAR FOOT (\$ 340.00) LINEAR FOOT	LF	50	\$17,000.00
376- 001	HYDRANT The sum of Four Thousand, Eight Hundred Dollars Each (\$ 4,800.00) Each	Each	10	\$48,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
376- 003	<p>HYDRANT - REMOVED AND STACKED</p> <p>The sum of</p> <p>Three Thousand, Ninety Dollars</p> <p>Each</p> <p>(\$ 3,090.00)</p> <p>Each</p>	Each	7	21,630.00
379- 400	<p>AIR RELEASE VALVE AND VAULT</p> <p>The sum of</p> <p>Twelve Thousand, Five Hundred Dollars</p> <p>Each</p> <p>(\$12,500.00)</p> <p>Each</p>	Each	2	\$25,000.00
381- 010	<p>SERVICE BOX - MUNICIPAL STANDARD</p> <p>The sum of</p> <p>One Hundred Five Dollars</p> <p>Each</p> <p>(\$ 105.00)</p> <p>Each</p>	Each	70	\$7,350.00
384- 001	<p>CURB STOP</p> <p>The sum of</p> <p>One Thousand Dollars</p> <p>Each</p> <p>(\$ 1,000.00)</p> <p>Each</p>	Each	70	\$70,000.00
390- 001	<p>IRRIGATION SYSTEM</p> <p>The sum of</p> <p>One Hundred Eighty Thousand Dollars</p> <p>Lump Sum</p> <p>(\$ 180,000.00)</p> <p>Lump Sum</p>	Lump Sum	1	\$180,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
399- 999	<p>WATER SYSTEM ABANDONMENT</p> <p>The sum of</p> <p>Six Thousand, Five Hundred Dollars</p> <p>_____</p> <p>_____ Lump Sum</p> <p>(\$ 6,500.00 _____)</p> <p>_____ Lump Sum</p>	Lump Sum	1	\$6,500.00
440- 001	<p>CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL</p> <p>The sum of</p> <p>Zero Dollars and Thirty Cents</p> <p>_____</p> <p>_____ LB</p> <p>(\$ 0.30 _____)</p> <p>_____ LB</p>	LB	60,000	\$18,000.00
443- 001	<p>WATER FOR ROADWAY DUST CONTROL</p> <p>The sum of</p> <p>Eight Dollars and Seventy-Five Cents</p> <p>_____</p> <p>_____ M. Gal.</p> <p>(\$ 8.75 _____)</p> <p>_____ M. Gal.</p>	M. Gal.	600	\$5,250.00
460- 001	<p>HOT MIX ASPHALT PAVEMENT (ALL COURSES)</p> <p>The sum of</p> <p>One Hundred Five Dollars</p> <p>_____</p> <p>_____ Ton</p> <p>(\$105.00 _____ Ton _____)</p>	Ton	4,600	\$483,000.00
460- 002	<p>HOT MIX ASPHALT FOR PATCHING</p> <p>The sum of</p> <p>Two Hundred Ten Dollars</p> <p>_____</p> <p>_____ Ton</p> <p>(\$ 210.00 _____)</p> <p>_____ Ton</p>	Ton	2,200	\$462,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
460- 003	LIQUID ASPHALT PRICE ADJUSTMENT The sum of Fifty thousand dollars and no cents _____ Allowance (\$ 50,000.00 _____) Allowance	Allowance	1	\$ 50,000.00
464- 001	BITUMEN FOR TACK COAT The sum of Six Dollars and Twenty-Five Cents _____ Gallon (\$ 6.25 _____) Gallon	Gallon	2,000	\$12,500.00
472- 100	POROUS HOT MIX ASPHALT The sum of One Hundred Eighty-Nine Dollars _____ Ton (\$ 189.00 _____) Ton	Ton	460	\$86,940.00
504- 016	GRANITE CURB -- 6-IN. X 16-IN. The sum of Thirty-Eight Dollars _____ LINEAR FOOT (\$ 38.00 _____) LINEAR FOOT	LF	240	\$9,120.00
504- 018	GRANITE CURB -- 6-IN. X 18-IN. The sum of Thirty-Seven Dollars _____ LINEAR FOOT (\$ 37.00 _____) LINEAR FOOT	LF	6,400	\$236,800.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
504- 024	GRANITE CURB – 6 IN. X 24 IN. The sum of Fifty Dollars _____ _____ LINEAR FOOT (\$ 50.00 _____) _____ LINEAR FOOT	LF	150	\$7,500.00
504- 028	GRANITE CURB – 6 IN. X 28 IN. The sum of Sixty-Three Dollars _____ _____ LINEAR FOOT (\$ 63.00 _____) _____ LINEAR FOOT	LF	120	\$7,560.00
507- 016	BEVELED GRANITE CURB – 6-IN. X 16-IN. The sum of Fifty-Four Dollars _____ _____ LINEAR FOOT (\$ 54.00 _____) _____ LINEAR FOOT	LF	380	\$20,520.00
507- 018	BEVELED GRANITE CURB – 6-IN. X 18-IN. The sum of Fifty-Four Dollars _____ _____ LINEAR FOOT (\$ 54.00 _____) _____ LINEAR FOOT	LF	350	\$18,900.00
507- 028	BEVELED GRANITE CURB – 6-IN. X 28-IN. The sum of Seventy-Eight Dollars _____ _____ LINEAR FOOT (\$ 78.00 _____) _____ LINEAR FOOT	LF	120	\$9,360.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
516- 001	GRANITE CURB CORNER - 1-FT. RADIUS The sum of One Hundred Ninety-Six Dollars _____ _____ Each (\$ 196.00 _____) _____ Each	Each	12	\$2,352.00
516- 003	GRANITE CURB CORNER - 3-FT. RADIUS The sum of Three Hundred Seven Dollars _____ _____ Each (\$ 307.00 _____) _____ Each	Each	50	\$15,350.00
520- 036	PRECAST BATTERED CONCRETE CURB The sum of Thirty-Nine Dollars _____ _____ LINEAR FOOT (\$ 39.00 _____) _____ LINEAR FOOT	LF	250	\$9,750.00
580- 001	GRANITE CURB - REMOVE & RESET The sum of Twenty Dollars and Fifty Cents _____ _____ LINEAR FOOT (\$ 20.50 _____) _____ LINEAR FOOT	LF	500	\$10,250.00
594- 001	CURB - REMOVE & DISCARD The sum of Four Dollars and Twenty-Five Cents _____ _____ LINEAR FOOT (\$ 4.25 _____) _____ LINEAR FOOT	LF	4,000	\$17,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
655- 200	42 IN. HT. RAILING The sum of Five Hundred Eighty-Five Dollars _____ (\$ 585.00 LINEAR FOOT) _____ LINEAR FOOT	LF	230	\$134,550.00
697- 100	SILT SACK FOR CATCH BASIN The sum of Two Hundred Twenty Dollars _____ (\$ 220.00 Each) _____ Each	Each	150	\$33,000.00
698- 306	NON-WOVEN GEOTEXTILE FABRIC – 6 OZ. The sum of Three Dollars and Twenty-Five Cents _____ (\$ 3.25 SQUARE YARD) _____ SQUARE YARD	SY	4,200	\$13,650.00
698- 308	NON-WOVEN GEOTEXTILE FABRIC – 8 OZ. The sum of Four Dollars and Ninety Cents _____ (\$ 4.90 SQUARE YARD) _____ SQUARE YARD	SY	1,900	\$9,310.00
698- 500	IMPERMEABLE LINER The sum of Five Dollars and Sixty Cents _____ (\$ 5.60 SQUARE FOOT) _____ SQUARE FOOT	SF	5,785	\$32,396.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
698- 600	SOIL CELLS -- 1X The sum of Three Hundred Twenty-Two Dollars Each (\$ 322.00) Each	Each	140	\$45,080.00
698- 601	SOIL CELLS -- 2X The sum of Five Hundred Seven Dollars and Fifty Cents Each (\$ 507.50) Each	Each	700	\$355,250.00
701- 001	CEMENT CONCRETE SIDEWALKS & DRIVEWAYS (ALL THICKNESSES) The sum of Forty-Four Dollars SQUARE YARD (\$ 44.00) SQUARE YARD	SY	5,100	\$224,400.00
701- 020	CEMENT CONCRETE WHEELCHAIR RAMPS The sum of Seven Hundred Thirty-Five Dollars Each (\$ 735.00) Each	Each	32	\$23,520.00
701- 111	SURFACE-MOUNTED, DETECTABLE WARNING PANELS The sum of Thirty-Five Dollars and Twenty-Five Cents SQUARE FOOT (\$35.25) SQUARE FOOT	SF	1,600	\$56,400.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
701- 300	<p>CONCRETE SPLASH PAD FOR BIORETENTION BASINS</p> <p>The sum of</p> <p>Seven Hundred Forty-Dollars</p> <p>Each</p> <p>(\$ 740.00)</p> <p>Each</p>	Each	8	\$5,920.00
702- 001	<p>HOT MIX ASPHALT WALKWAY</p> <p>The sum of</p> <p>Three Hundred Dollars</p> <p>SQUARE YARD</p> <p>(\$ 300.00)</p> <p>SQUARE YARD</p>	SY	500	\$150,000.00
706- 100	<p>RESET CONCRETE UNIT PAVER</p> <p>The sum of</p> <p>Twenty Dollars</p> <p>SQUARE FOOT</p> <p>(\$ 20.00)</p> <p>SQUARE FOOT</p>	SF	2,000	\$40,000.00
706- 910	<p>PERMEABLE CONCRETE UNIT PAVERS</p> <p>The sum of</p> <p>Twenty Dollars</p> <p>SQUARE FOOT</p> <p>(\$ 20.00)</p> <p>SQUARE FOOT</p>	SF	10,400	\$208,000.00
706- 911	<p>EDGE RESTRAINT</p> <p>The sum of</p> <p>Twenty-Eight Dollars</p> <p>LINEAR FOOT</p> <p>(\$28.00)</p> <p>LINEAR FOOT</p>	LF	2,800	\$78,400.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
707- 101	<p>REMOVE AND STACK GRANITE BOLLARD</p> <p>The sum of</p> <p>Nine Hundred Twenty Dollars</p> <p>Each</p> <p>(\$ 920.00)</p> <p>Each</p>	Each	15	\$13,800.00
707- 102	<p>REMOVE AND STACK STREET FURNITURE</p> <p>The sum of</p> <p>Five Hundred Forty Dollars</p> <p>Each</p> <p>(\$ 540.00)</p> <p>Each</p>	Each	20	\$10,800.00
707- 103	<p>REMOVE AND STACK BUS SHELTER</p> <p>The sum of</p> <p>Two Thousand, Three Hundred Thirty Dollars</p> <p>Each</p> <p>(\$ 2,330.00)</p> <p>Each</p>	Each	2	\$4,660.00
707- 110	<p>BENCH</p> <p>The sum of</p> <p>One Thousand, Nine Hundred Fifty-Five Dollars</p> <p>Each</p> <p>(\$ 1,955.00)</p> <p>Each</p>	Each	17	\$33,235.00
707- 201	<p>TRASH RECEPTACLE</p> <p>The sum of</p> <p>Two Thousand, Three Hundred Sixty Dollars</p> <p>Each</p> <p>(\$ 2,360.00)</p> <p>Each</p>	Each	7	\$16,520.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
707- 202	RECYCLING RECEPTACLE The sum of Two Thousand, Three Hundred Sixty Dollars Each (\$ 2,360.00) Each	Each	7	\$16,520.00
707- 203	TRASH AND RECYCLING STATION The sum of Five Thousand, One Hundred Dollars Each (\$ 5,100.00) Each	Each	2	\$10,200.00
707- 500	18" HT. TREE PIT/PLANTER GUARD The sum of Two Hundred Thirty-Eight Dollars LINEAR FOOT (\$ 238.00) LINEAR FOOT	LF	1,700	\$404,600.00
707- 805	GRANITE BOLLARD The sum of Two Thousand, Ten Dollars Each (\$2,010.00) Each	Each	30	\$60,300.00
707- 811	RESET GRANITE BOLLARD The sum of One Thousand, Four Hundred Eighty Dollars Each (\$ 1,480.00) Each	Each	15	\$22,200.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
707- 900	<p>BICYCLE RACK</p> <p>The sum of</p> <p>One Thousand, Four Hundred Forty Dollars</p> <p>Each</p> <p>(\$ 1,440.00)</p> <p>Each</p>	Each	25	\$36,000.00
740- 001	<p>ENGINEER'S FIELD OFFICE AND RELATED EQUIPMENT FOR ENGINEER</p> <p>The sum of</p> <p>Seven Thousand, Nine Hundred Dollars</p> <p>Month</p> <p>(\$ 7,900.00)</p> <p>Month</p>	Month	42	\$331,800.00
745- 001	<p>RESET BUS SHELTER</p> <p>The sum of</p> <p>Three Thousand, Four Hundred Dollars</p> <p>Each</p> <p>(\$ 3,400.00)</p> <p>Each</p>	Each	1	\$3,400.00
748- 110	<p>EMERGENCY RESPONSE PLAN</p> <p>The sum of</p> <p>Two Thousand, Five Hundred Dollars</p> <p>Lump sum</p> <p>(\$ 2,500.00)</p> <p>Lump sum</p>	Lump sum	1	\$2,500.00
748- 120	<p>DEPLOY EMERGENCY RESPONSE PLAN</p> <p>The sum of</p> <p>One hundred fifty thousand dollars and no cents</p> <p>Allowance</p> <p>(\$ 150,000.00)</p> <p>Allowance</p>	Allowance	1	\$ 150,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
749- 500	AS-BUILT SURVEY AND FINAL RECORD DRAWINGS The sum of Twenty-Five Thousand Dollars Lump Sum (\$ 25,000.00) Lump Sum	Lump Sum	1	\$25,000.00
751- 001	PLANTING SOIL The sum of Seventy-Three Dollars and Fifty Cents CUBIC YARD (\$ 73.50) CUBIC YARD	CY	1,400	\$102,900.00
751- 002	BIORETENTION BASIN SOIL The sum of Seventy-Three Dollars and Fifty Cents CUBIC YARD (\$ 73.50) CUBIC YARD	CY	400	\$29,400.00
775- 028	ELM-AMERICAN 'PRINCETON' 3 INCH CALIPER The sum of Nine Hundred Sixty-Six Dollars Each (\$ 966.00) Each	Each	9	\$8,694.00
775- 030	HACKBERRY 3 INCH CALIPER The sum of One Thousand, Forty Dollars Each (\$ 1,040.00) Each	Each	10	\$10,400.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
775- 143	LINDEN-AMERICAN 3 INCH CALIPER The sum of One Thousand, Forty Dollars Each (\$ 1,040.00) Each	Each	5	\$5,200.00
775- 442	LOCUST-HONEY-THORNLESS-'SKYLINE' 3 INCH CALIPER The sum of One Thousand, Sixty Dollars Each (\$ 1,060.00) Each	Each	2	\$2,120.00
777- 042	OAK-NORTHERN RED 3 INCH CALIPER The sum of Nine Hundred Eighty Dollars Each (\$ 980.00) Each	Each	3	\$2,940.00
777- 265	OAK-SWAMP WHITE 3 INCH CALIPER The sum of Nine Hundred Eighty Dollars Each (\$ 980.00) Each	Each	4	\$3,920.00
777- 443	PLANETREE-LONDON-'BLOODGOOD' 3 INCH CALIPER The sum of Eight Hundred Forty-Five Dollars Each (\$ 845.00) Each	Each	11	\$9,295.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
778- 170	<p>BIRCH-RIVER 'DURAHEAT' 3 INCH CALIPER</p> <p>The sum of</p> <p>One Thousand, Forty Dollars</p> <p>Each</p> <p>(\$ 1,040.00)</p> <p>Each</p>	Each	7	\$7,280.00
786- 082	<p>JUNIPER 'BAR HARBOR' 18 INCH</p> <p>The sum of</p> <p>Seventy Dollars</p> <p>Each</p> <p>(\$ 70.00)</p> <p>Each</p>	Each	63	\$4,410.00
794- 322	<p>SUMAC-FRAGRANT 'GRO-LOW' 18 INCH</p> <p>The sum of</p> <p>Fifty-Eight Dollars</p> <p>Each</p> <p>(\$ 58.00)</p> <p>Each</p>	Each	100	\$5,800.00
796- 417	<p>BROOMSEDGE 1 QUART</p> <p>The sum of</p> <p>Twelve Dollars</p> <p>Each</p> <p>(\$ 12.00)</p> <p>Each</p>	Each	289	\$3,468.00
796- 420	<p>SOFT RUSH 1 QUART</p> <p>The sum of</p> <p>Twelve Dollars</p> <p>Each</p> <p>(\$ 12.00)</p> <p>Each</p>	Each	151	\$1,812.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
796- 446	<p>LITTLE BLUESTEM 1 QUART</p> <p>The sum of</p> <p>Twelve Dollars</p> <p>Each</p> <p>(\$ 12.00)</p> <p>Each</p>	Each	291	\$3,492.00
796- 452	<p>PURPLE LOVE GRASS 1 QUART</p> <p>The sum of</p> <p>Eleven Dollars</p> <p>Each</p> <p>(\$ 11.00)</p> <p>Each</p>	Each	2,522	\$27,742.00
796- 457	<p>SWITCHGRASS 'SHENANDOAH' #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>Each</p> <p>(\$ 29.00)</p> <p>Each</p>	Each	74	\$2,146.00
796- 710	<p>BEARDTONGUE #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>Each</p> <p>(\$ 29.00)</p> <p>Each</p>	Each	56	\$1,624.00
796- 712	<p>BOWMAN'S ROOT #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>Each</p> <p>(\$ 29.00)</p> <p>Each</p>	Each	17	\$493.00

**FORM FOR GENERAL BID
Unit Price Form**

REV. 1

**Somerville Avenue Utility and Streetscape Improvements
IFB 18-24**

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Item No.	Description	Units	Approximate Quantity	Computed Total
796- 714	<p>WILD BERGAMOT #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>Each</p> <p>(\$ 29.00)</p> <p>Each</p>	Each	34	\$986.00
796- 717	<p>BLACK-EYED SUSAN #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>Each</p> <p>(\$ 29.00)</p> <p>Each</p>	Each	157	\$4,553.00
796- 721	<p>BUTTERFLY MILKWEED #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>Each</p> <p>(\$ 29.00)</p> <p>Each</p>	Each	80	\$2,320.00
796- 783	<p>GOLDEN ALEXANDERS #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>Each</p> <p>(\$ 29.00)</p> <p>Each</p>	Each	64	\$1,856.00
796- 785	<p>IRIS-BLUE FLAG #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Seven Dollars</p> <p>Each</p> <p>(\$ 27.00)</p> <p>Each</p>	Each	110	\$2,970.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
796- 786	<p>IRONWEED "IRON BUTTERFLY" #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Nine Dollars</p> <p>_____</p> <p>Each</p> <p>(\$ 29.00 _____)</p> <p>Each</p>	Each	26	\$754.00
796- 803	<p>NEW ENGLAND ASTER #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Seven Dollars</p> <p>_____</p> <p>Each</p> <p>(\$ 27.00 _____)</p> <p>Each</p>	Each	162	\$4,374.00
796- 805	<p>ASTER-HEATH-'SNOW FLURRY' #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Seven Dollars</p> <p>_____</p> <p>Each</p> <p>(\$ 27.00 _____)</p> <p>Each</p>	Each	939	\$25,353.00
796- 850	<p>SUNDROPS #2 CONTAINER</p> <p>The sum of</p> <p>Twenty-Seven Dollars</p> <p>_____</p> <p>Each</p> <p>(\$ 27.00 _____)</p> <p>Each</p>	Each	91	\$2,457.00
798- 001	<p>WATERING TREE PLANTING DURING THE 2-YEAR GUARANTEE PERIOD</p> <p>The sum of</p> <p>One Thousand, Thirty Dollars</p> <p>_____</p> <p>Each</p> <p>(\$ 1,030.00 _____)</p> <p>Each</p>	Each	51	\$52,530.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
798- 002	<p>WATERING LANDSCAPING PLANTING DURING THE 2-YEAR GUARANTEE PERIOD</p> <p>The sum of</p> <p>Fifty Thousand Dollars</p> <p>_____</p> <p>_____ Lump Sum</p> <p>(\$ 50,000.00)</p> <p>_____ Lump Sum</p>	Lump Sum	1	\$50,000.00
800- 005	<p>DUCTBANK REMOVED AND DISCARDED</p> <p>The sum of</p> <p>Fifty-One Dollars</p> <p>_____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 51.00)</p> <p>_____ LINEAR FOOT</p>	LF	1,500	\$76,500.00
800- 104	<p>4 INCH NON METALLIC CONDUIT - REMOVE AND RELAY</p> <p>The sum of</p> <p>Thirty-One Dollars</p> <p>_____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 31.00)</p> <p>_____ LINEAR FOOT</p>	LF	1,200	\$37,200.00
801- 201	<p>2 INCH NON-METALLIC CONDUIT</p> <p>The sum of</p> <p>Thirty-One Dollars</p> <p>_____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 31.00)</p> <p>_____ LINEAR FOOT</p>	LF	720	\$22,320.00
801- 301	<p>3 INCH NON-METALLIC CONDUIT</p> <p>The sum of</p> <p>Twenty-Seven Dollars</p> <p>_____</p> <p>_____ LINEAR FOOT</p> <p>(\$ 27.00)</p> <p>_____ LINEAR FOOT</p>	LF	3,600	\$97,200.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
801- 302	<p>3 INCH NON-METALLIC CONDUIT ENCASED IN CONCRETE UNDER ROADWAYS</p> <p>The sum of</p> <p>One Hundred Twelve Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 112.00)</p> <p>LINEAR FOOT</p>	LF	600	\$67,200.00
801- 410	<p>4 INCH NON METALLIC CONDUIT</p> <p>The sum of</p> <p>Thirty-Six Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 36.00)</p> <p>LINEAR FOOT</p>	LF	500	\$18,000.00
806- 301	<p>3 INCH METALLIC (GALVANIZED STEEL) CONDUIT</p> <p>The sum of</p> <p>Thirty-Three Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 33.00)</p> <p>LINEAR FOOT</p>	LF	400	\$13,200.00
810- 020	<p>2-WAY DUCTBANK ENCASED IN CONCRETE</p> <p>The sum of</p> <p>One Hundred Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 100.00)</p> <p>LINEAR FOOT</p>	LF	400	\$40,000.00
810- 080	<p>8-WAY DUCTBANK ENCASED IN CONCRETE</p> <p>The sum of</p> <p>One Hundred Thirty-Three Dollars</p> <p>LINEAR FOOT</p> <p>(\$ 133.00)</p> <p>LINEAR FOOT</p>	LF	2,500	\$332,500.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
811- 270	<p>COMMUNICATIONS MANHOLE</p> <p>The sum of</p> <p>Five Thousand, One Hundred Fifty Dollars</p> <p>_____</p> <p>_____ Each</p> <p>(\$5,150.00 _____)</p> <p>_____ Each</p>	Each	8	\$41,200.00
811- 271	<p>PRECAST ELECTRIC HANDHOLE - FOR ROADWAY LIGHTING (18" X 24")</p> <p>The sum of</p> <p>One Thousand, Three Hundred Eighty Dollars</p> <p>_____</p> <p>_____ Each</p> <p>(\$ 1,380.00 _____)</p> <p>_____ Each</p>	Each	60	\$82,800.00
811- 320	<p>PULL BOX 12 X 24 INCHES (TRAFFIC CONTROL)</p> <p>The sum of</p> <p>One Thousand, Seventy Dollars</p> <p>_____</p> <p>_____ Each</p> <p>(\$ 1,070.00 _____)</p> <p>_____ Each</p>	Each	40	\$42,800.00
811- 330	<p>COMMUNICATIONS HANDHOLE (36" X 36")</p> <p>The sum of</p> <p>Two Thousand, One Hundred Seventy Dollars</p> <p>_____</p> <p>_____ Each</p> <p>(\$2,170.00 _____)</p> <p>_____ Each</p>	Each	8	\$17,360.00
812- 091	<p>LIGHT POLE FOUNDATION PRECAST - STANDARD DEPTH</p> <p>The sum of</p> <p>Eight Hundred Thirty Dollars</p> <p>_____</p> <p>_____ Each</p> <p>(\$830.00 _____)</p> <p>_____ Each</p>	Each	50	\$41,500.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
812- 092	<p>LIGHT POLE FOUNDATION PRECAST – SHALLOW DEPTH</p> <p>The sum of</p> <p>One Thousand, Four Hundred Dollars</p> <p>Each</p> <p>(\$1,400.00)</p>	Each	15	\$21,000.00
813- 301	<p>CONDUCTORS #10 AWG FOR STREET LIGHTING</p> <p>The sum of</p> <p>One Dollar and Thirty Cents</p> <p>LINEAR FOOT</p> <p>(\$1.30)</p> <p>LINEAR FOOT</p>	LF	7,200	\$9,360.00
813- 311	<p>CONDUCTORS #8 AWG FOR STREET LIGHTING</p> <p>The sum of</p> <p>One Dollar and Fifty Cents</p> <p>LINEAR FOOT</p> <p>(\$1.50)</p> <p>LINEAR FOOT</p>	LF	18,500	\$27,750.00
813- 321	<p>CONDUCTORS #6 AWG FOR STREET LIGHTING</p> <p>The sum of</p> <p>One Dollar and Eighty Cents</p> <p>LINEAR FOOT</p> <p>(\$1.80)</p> <p>LINEAR FOOT</p>	LF	10,300	\$18,540.00
813- 734	<p>GROUND WIRE #8 AWG BARE COPPER FOR STREET LIGHTING</p> <p>The sum of</p> <p>One Dollar and Fifty Cents</p> <p>LINEAR FOOT</p> <p>(\$1.50)</p> <p>LINEAR FOOT</p>	LF	5,300	\$7,950.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
813- 735	GROUND WIRE #6 AWG BARE COPPER FOR STREET LIGHTING The sum of One Dollar and Eighty Cents _____ _____ LINEAR FOOT (\$1.80 _____) LINEAR FOOT	LF	5,200	\$9,360.00
815- 098	FOOTING COST ADJUSTMENT The sum of Two Hundred Sixty Three Dollars _____ _____ VLF (\$ 263.00 _____) VLF	VLF	50	\$13,150.00
816- 702	TRAFFIC CONTROL SIGNAL MODIFICATIONS- WASHINGTON STREET, WEBSTER AVENUE, SOMERVILLE AVENUE & BOW STREET The sum of Three Hundred Thousand Dollars _____ _____ Lump Sum (\$300,000.00 _____)	Lump Sum	1	\$300,000.00
816- 704	TRAFFIC CONTROL SIGNAL MODIFICATIONS - PROSPECT STREET & SOMERVILLE AVENUE The sum of Three Hundred Thousand Dollars _____ _____ Lump Sum (\$300,000.00 _____) Lump Sum	Lump Sum	1	\$300,000.00
816- 705	TRAFFIC CONTROL SIGNAL RELOCATION - LINDEN STREET & SOMERVILLE AVENUE The sum of Three Hundred Thousand Dollars _____ _____ Lump Sum (\$300,000.00 _____) Lump Sum	Lump Sum	1	\$300,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
816- 706	<p>TRAFFIC CONTROL SIGNAL RESTORATION – SOMERVILLE AVENUE & MEDFORD STREET</p> <p>The sum of</p> <p>Three Hundred Thousand Dollars</p> <p>_____</p> <p>Lump Sum</p> <p>(\$300,000.00 _____)</p>	Lump Sum	1	\$300,000.00
820- 101	<p>ROADWAY LIGHTPOLE WITH ONE LUMINAIRE</p> <p>The sum of</p> <p>Ten Thousand, One Hundred Eighty-Five Dollars _____</p> <p>_____</p> <p>Each</p> <p>(\$10,185.00 _____)</p> <p>Each</p>	Each	30	\$305,550.00
820- 102	<p>ROADWAY LIGHTPOLE WITH TWO LUMINAIRES</p> <p>The sum of</p> <p>Thirteen Thousand, Six Hundred Fifty Dollars _____</p> <p>_____</p> <p>Each</p> <p>(\$13,650.00 _____)</p> <p>Each</p>	Each	1	\$13,650.00
820- 202	<p>PEDESTRIAN LIGHTPOLE WITH TWO LUMINAIRES</p> <p>The sum of</p> <p>Nine Thousand, Eight Hundred Seventy Dollars _____</p> <p>_____</p> <p>Each</p> <p>(\$9,870.00 _____)</p> <p>Each</p>	Each	30	\$296,100.00
820- 919	<p>STREET LIGHTING SYSTEM DEMOLITION</p> <p>The sum of</p> <p>Two Hundred Eighty-Five Thousand, Six Hundred Dollars _____</p> <p>_____</p> <p>Lump Sum</p> <p>(\$285,600.00 _____)</p> <p>Lump Sum</p>	Lump Sum	1	\$285,600.00

FORM FOR GENERAL BID

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Item No.	Description	Units	Approximate Quantity	Computed Total
823- 650	<p>LIGHTING CONTROL CABINET & FOUNDATION</p> <p>The sum of</p> <p>Twenty-Six Thousand, Three Hundred Seventy-Five Dollars</p> <p align="center">Each</p> <p align="center">(\$26,375.00 _____)</p> <p align="center">Each</p>	Each	2	\$52,750.00
828- 001	<p>PERMANENT TRAFFIC SIGNAGE</p> <p>The sum of</p> <p>____Twenty-Five Dollars _____</p> <p align="center">(\$25.00 _____)</p> <p align="center">SQUARE FOOT</p> <p align="center">SQUARE FOOT</p>	SF	800	\$20,000.00
830- 215	<p>PROJECT SIGN</p> <p>The sum of</p> <p>Two Thousand One Hundred Dollars</p> <p align="center">Each</p> <p align="center">(\$2,100.00 _____)</p> <p align="center">Each</p>	Each	4	\$8,400.00
834- 019	<p>FLEXIBLE DELINEATOR POSTS</p> <p>The sum of</p> <p>One Hundred Twenty-Five Dollars</p> <p align="center">Each</p> <p align="center">(\$ 125.00 _____)</p> <p align="center">Each</p>	Each	160	\$20,000.00
850- 001	<p>TRAFFIC MANAGEMENT DURING CONSTRUCTION</p> <p>The sum of</p> <p>One Hundred Five Thousand Dollars</p> <p align="center">Lump Sum</p> <p align="center">(\$ 105,000.00 _____)</p> <p align="center">Lump Sum</p>	Lump Sum	1	\$105,000.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
850- 002	<p>TRAFFIC CONTROL SERVICES</p> <p>The sum of</p> <p>5 million dollars and no cents</p> <p>Allowance</p> <p>(\$ 5,000,000.00)</p> <p>Allowance</p>	Allowance	1	\$ 5,000,000.00
852- 100	<p>TEMPORARY CONSTRUCTION SIGNS</p> <p>The sum of</p> <p>Twenty-Six Dollars and Seventy Five Cents</p> <p>SQUARE FOOT</p> <p>(\$26.75)</p> <p>SQUARE FOOT</p>	SF	6,600	\$176,550.00
852- 900	<p>TEMPORARY CONSTRUCTION SIGNS WITH FLASHING LED EDGE LIGHTING</p> <p>The sum of</p> <p>Four Thousand, One Hundred Dollars</p> <p>Each</p> <p>(\$4,100.00)</p> <p>Each</p>	Each	20	\$82,000.00
854- 026	<p>TEMPORARY PAVEMENT MARKINGS -- 4-INCH PAINT</p> <p>The sum of</p> <p>Zero Dollars and Twenty-Five Cents</p> <p>LINEAR FOOT</p> <p>(\$0.25)</p> <p>LINEAR FOOT</p>	LF	70,000	\$17,500.00
854- 032	<p>TEMPORARY PAVEMENT MARKINGS -- 12-INCH PAINT</p> <p>The sum of</p> <p>Zero Dollars and Sixty Cents</p> <p>LINEAR FOOT</p> <p>(\$0.60)</p> <p>LINEAR FOOT</p>	LF	24,000	\$14,400.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
854- 060	<p>TEMPORARY ARROWS AND LEGENDS</p> <p>The sum of</p> <p>Two Dollars and Ten Cents _____</p> <p>_____ SQUARE FOOT</p> <p>(\$2.10 _____)</p> <p>_____ SQUARE FOOT</p>	SF	400	\$840.00
854- 090	<p>TEMPORARY GREEN BIKE LANE PAINT</p> <p>The sum of</p> <p>Eighty-Five Cents _____</p> <p>_____ SQUARE FOOT</p> <p>(\$0.85 _____)</p> <p>_____ SQUARE FOOT</p>	SF	22,500	\$19,125.00
854- 120	<p>PAVEMENT MARKING REMOVAL</p> <p>The sum of</p> <p>Zero Dollars and Eighty Cents _____</p> <p>_____ LINEAR FOOT</p> <p>(\$0.80 _____)</p> <p>_____ LINEAR FOOT</p>	LF	20,000	\$16,000.00
856- 001	<p>ARROW BOARD</p> <p>The sum of</p> <p>Six Dollars and Thirty Cents _____</p> <p>_____ Day</p> <p>(\$6.30 _____)</p>	Day	4,200	\$26,460.00
856- 012	<p>PORTABLE CHANGEABLE MESSAGE SIGN</p> <p>The sum of</p> <p>Fifteen Dollars and Seventy-Five Cents _____</p> <p>_____ Day</p> <p>(\$ 15.75 _____)</p> <p>_____ Day</p>	Day	4,600	\$72,450.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
856- 013	PORTABLE CHANGEABLE MESSAGE SIGN (60 IN. x 30 IN.) The sum of Fifteen Dollars and Seventy-Five Cents _____ Day (\$ 15.75 _____) Day	Day	2,000	\$31,500.00
856- 014	PORTABLE CHANGEABLE MESSAGE SIGN (60 IN. x 30 IN.) -- TRANSFER TO OWNER The sum of Fourteen Thousand, Four Hundred Ninety Dollars _____ Each (\$14,490.00 _____) Each	Each	8	\$115,920.00
860- 001	4-INCH WHITE PAVEMENT MARKINGS The sum of Zero Dollars and Seventy Cents _____ _____ LINEAR FOOT (\$0.70 _____) LINEAR FOOT	LF	13,250	\$9,275.00
860- 002	4-INCH YELLOW PAVEMENT MARKINGS The sum of Zero Dollars and Seventy Cents _____ _____ LINEAR FOOT (\$0.70 _____) LINEAR FOOT	LF	5,500	\$3,850.00
860- 004	12-INCH WHITE STOP LINES The sum of Two Dollars and Eighty Cents _____ _____ SQUARE FOOT (\$ 2.80 _____) SQUARE FOOT	SF	375	\$1,050.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
860- 005	CROSSWALK STRIPING The sum of Two Dollars and Eighty Cents _____ (\$ 2.80 _____) SQUARE FOOT _____ SQUARE FOOT	SF	5,100	\$14,280.00
860- 006	PAVEMENT ARROWS AND LEGENDS The sum of Nine Dollars and Fifty Cents _____ _____ (\$9.50 _____) SQUARE FOOT _____ SQUARE FOOT	SF	4,250	\$40,375.00
860- 900	GREEN BIKE LANE PAINT The sum of One Dollar and Five Cents _____ _____ (\$1.05 _____) SQUARE FOOT _____ SQUARE FOOT	SF	11,000	\$11,550.00
860- 920	FRICITION SURFACE - DESERT KHAKI The sum of Seven Dollars and Fifty Cents _____ _____ (\$7.50 _____) SQUARE FOOT _____ SQUARE FOOT	SF	2,500	\$18,750.00
874- 001	STREET NAME SIGN The sum of One Hundred Sixty-Eight Dollars _____ _____ Each (\$168.00 _____) Each _____ Each	Each	30	\$5,040.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
874- 200	<p>TRAFFIC SIGN REMOVED AND RESET</p> <p>The sum of</p> <p>Ninety Dollars</p> <p>Each</p> <p>(\$ 90.00)</p> <p>Each</p>	Each	40	\$3,600.00
874- 300	<p>TRAFFIC SIGN REMOVED AND DISCARDED</p> <p>The sum of</p> <p>Ten Dollars and Fifty Cents</p> <p>Each</p> <p>(\$10.50)</p> <p>Each</p>	Each	30	\$315.00
875- 001	<p>PARKING METER INSTALL (FURNISHED BY THE CITY)</p> <p>The sum of</p> <p>Seven Hundred Twenty Dollars</p> <p>Each</p> <p>(\$ 720.00)</p> <p>Each</p>	Each	25	\$18,000.00
875- 002	<p>PARKING METER REMOVED AND STACKED</p> <p>The sum of</p> <p>Six Hundred Seventy-Five Dollars</p> <p>Each</p> <p>(\$ 675.00)</p> <p>Each</p>	Each	35	\$23,625.00
904- 001	<p>CAST-IN-PLACE CONCRETE TREE PLANTER FOOTING</p> <p>The sum of</p> <p>One Thousand, Eight Hundred Twenty-Five Dollars</p> <p>CUBIC YARD</p> <p>(\$ 1,825.00)</p> <p>CUBIC YARD</p>	CY	35	\$63,875.00

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Item No.	Description	Units	Approximate Quantity	Computed Total
904- 002	4000 PSI 3/4 IN. AGGR. CONCRETE The sum of Four Hundred Eighty-Five Dollars CUBIC YARD (\$ 485.00) CUBIC YARD	CY	200	\$97,000.00
999- 999	DEMOBILIZATION The sum of Three Hundred Thirty-Five Thousand Dollars Lump Sum (\$335,000.00) Lump Sum	Lump Sum	1	\$335,000.00

Appendix C
Forms

Form: _____
Contract Number: 18-49

CITY OF SOMERVILLE

Rev. 08/01/12



**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
Barletta Heavy Division, Inc.

(Insert Full Name of Corporation)

2. I hereby certify that the following individual **Michael M. Foley**
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected **Vice President** of said Corporation.

(Insert the Title of the Officer in Line 2)

3. I hereby certify that on **February 7, 2018**

(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

Michael M. Foley

Vice 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: [Signature]
(Clerk or Secretary)

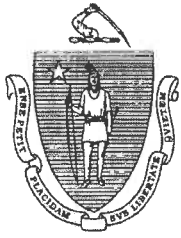
AFFIX CORPORATE SEAL HERE

Printed Name: Vincent F. Barletta

Printed Title: Secretary

Date: February 7, 2018

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



William Francis Galvin
Secretary of the
Commonwealth

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

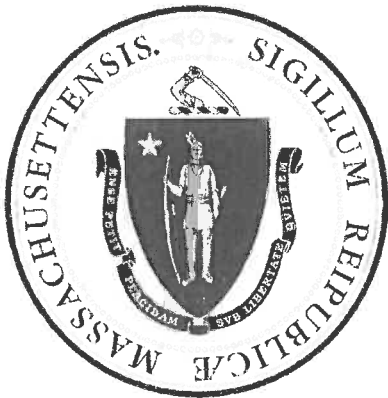
Date: February 07, 2018

To Whom It May Concern :

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

BARLETTA HEAVY DIVISION, INC.

is a domestic corporation organized on **June 05, 1998** , 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.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18020134890

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

Processed by:

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 Eighth day of February, 2018

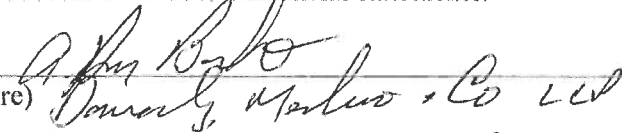
On behalf of Barletta Heavy Division, Inc.
(Name of Successful Bidder)
40 Shawmut Road, Suite 200
Canton MA 02021-1409 781-821-6222
(Address and telephone of Successful Bidder)

Vincent F. Barletta, President
(Name and title of person signing statement)

By: 
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

In accordance with M.G.L. 30, Section 39R I, _____
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.


(Signature) DARMODY, MERLINO & CO LLP
75 FEDERAL STREET
BOSTON, MA. 02110
(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 Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ Two Million

Property Damage Liability.....\$ Two 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
Purchasing 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ODONOGHUE INS AGENCY INC
788 Washington St

Hanover MA 02339

INSURED
Barletta Heavy Division, Inc.
40 Shawmut Rd., Suite 200

Canton MA 02021

CONTACT NAME: Cheryl Worth

PHONE (A/C No. Ext): (781) 659-9988

FAX (A/C No.): (781) 659-1205

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co.

25658

INSURER B: Charter Oak Fire Insurance Co

25615

INSURER C: American Guaranty & Liability

INSURER D: Travelers Indemnity of CT

25682

INSURER E: Ace American Insurance Co

INSURER F:

COVERAGES

CERTIFICATE NUMBER: City of Somerville

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	VTC2K-CO-8207A117-TIL-17	9/30/2017	9/30/2018	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
B	AUTOMOBILE LIABILITY		VTJ-CAP-8207A117-TIL-17	9/30/2017	9/30/2018	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> ANY AUTO					PRODUCTS - COM/OP AGG \$ 4,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					Deductible \$ 75,000
	<input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	AUCO185314-02	9/30/2017	9/30/2018	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> EXCESS LIAB					BODILY INJURY (Per accident) \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 100,000					PROPERTY DAMAGE (Per accident) \$
						combined single limit \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> N	VTR-KUB-8207A09-8-17	9/30/2017	9/30/2018	EACH OCCURRENCE \$ 25,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					AGGREGATE \$ 25,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract #IFB #18-24, City of Somerville, Somerville Avenue Utilities and Streetscape Upgrades

City of Somerville, as a certificate holder and as an additional insured for general liability only, when required by a written contract.

Policy Terms and Conditions Apply.

CERTIFICATE HOLDER

City of Somerville
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl Worth
Cheryl Worth/CHERYL

Performance Bond

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

CONTRACTOR:

(Name, legal status and address)

BARLETTA HEAVY DIVISION, INC.
40 SHAWMUT ROAD, SUITE 200
CANTON, MA 02021-1409

SURETIES:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 ZURICH WAY, 5TH FLOOR
SCHAUMBURG, IL 60196

ZURICH AMERICAN INSURANCE COMPANY
1299 ZURICH WAY, 5TH FLOOR
SCHAUMBURG, IL 60196

OWNER:

(Name, legal status and address)

CITY OF SOMERVILLE
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143

CONSTRUCTION CONTRACT

Date:

Amount: FORTY FOUR MILLION FOUR HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS
(\$44,415,000.00)

Description: SOMERVILLE AVENUE UTILITIES AND STREETScape UPGRADES
(Name and location) SOMERVILLE, MA

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: FORTY FOUR MILLION FOUR HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS
(\$44,415,000.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

BARLETTA HEAVY DIVISION, INC.

(Corporate Seal)

Signature:

Name and Title:

MICHAEL FOLEY, VICE PRESIDENT

SURETY

Company:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Corporate Seal)

Signature:

Name and Title:

BRIAN M. ROSSI, ATTORNEY-IN-FACT

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY--Name, address and telephone)

AGENT or BROKER:

THE HILB GROUP OF NEW ENGLAND, LLC
20 CABOT BOULEVARD, SUITE 300
MANSFIELD, MA 02048
(800)232-0582

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

3.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

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 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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 page on which their signature appears.

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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.


15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

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

SURETY

Company: _____ (Corporate Seal)
ZURICH AMERICAN INSURANCE COMPANY

Signature: 
Name and Title: BRIAN M. ROSSI, ATTORNEY-IN-FACT
Address: 1299 ZURICH WAY
SCHAUMBURG, IL 60196-1056

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Payment Bond

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

CONTRACTOR:

(Name, legal status and address)

BARLETTA HEAVY DIVISION, INC.
40 SHAWMUT ROAD, SUITE 200
CANTON, MA 02021-1409

SURETY:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 ZURICH WAY, 5TH FLOOR
SCHAUMBURG, IL 60196

ZURICH AMERICAN INSURANCE COMPANY

1299 ZURICH WAY, 5TH FLOOR
SCHAUMBURG, IL 60196

OWNER:

(Name, legal status and address)

CITY OF SOMERVILLE
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143

CONSTRUCTION CONTRACT

Date:

Amount: FORTY FOUR MILLION FOUR HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS
(\$44,415,000.00)

Description: SOMERVILLE AVENUE UTILITIES AND STREETScape UPGRADES
(Name and location) SOMERVILLE, MA

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: FORTY FOUR MILLION FOUR HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS
(\$44,415,000.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

BARLETTA HEAVY DIVISION, INC.

(Corporate Seal)

Signature: _____

Name and Title:

MICHAEL FOLEY, VICE PRESIDENT

SURETY

Company:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Corporate Seal)

Signature: _____

Name and Title:

BRIAN M. ROSSI, ATTORNEY-IN-FACT

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY--Name, address and telephone)

AGENT or BROKER:

THE HILB GROUP OF NEW ENGLAND, LLC
20 CABOT BOULEVARD, SUITE 300
MANSFIELD, MA 02048
(800) 232-0582

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

1 The Contractor and 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, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5. 1. 1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to

undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 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.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 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 Construction Contract. The term Claimant also includes any

individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

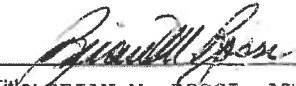
17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
ZURICH AMERICAN INSURANCE COMPANY

Signature: 
Name and Title: BRIAN M. ROSSI, ATTORNEY-IN-FACT
Address: 1299 ZURICH WAY
SCHAUMBURG, IL 60196-1056

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brian M. ROSSI, Joseph J. PADULA, Christopher A. IANNOTTI, Elisa P. CARDONE and Shannon L. CROWLEY**, all of East Greenwich, Rhode Island, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of February, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

Secretary
Eric D. Barnes

Gerald F. Haley

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 28th day of February, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

Form: _____
Contract Number: 18-49

CITY OF SOMERVILLE

Rev. 05/12/17



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 7/1/2017 "Living Wage" shall be deemed to be an hourly wage of no less than **\$12.49** 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 Purchasing Department.

Form: _____
Contract Number: 18-49

CITY OF SOMERVILLE

Rev. 05/12/17

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)
Michael M. Foley

Title: Vice President

Name of Vendor: Barletta Heavy Division, Inc.

Date: February 7, 2018

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 05/12/17

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 7/1/2017 is \$12.49 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 Purchasing Department directly.

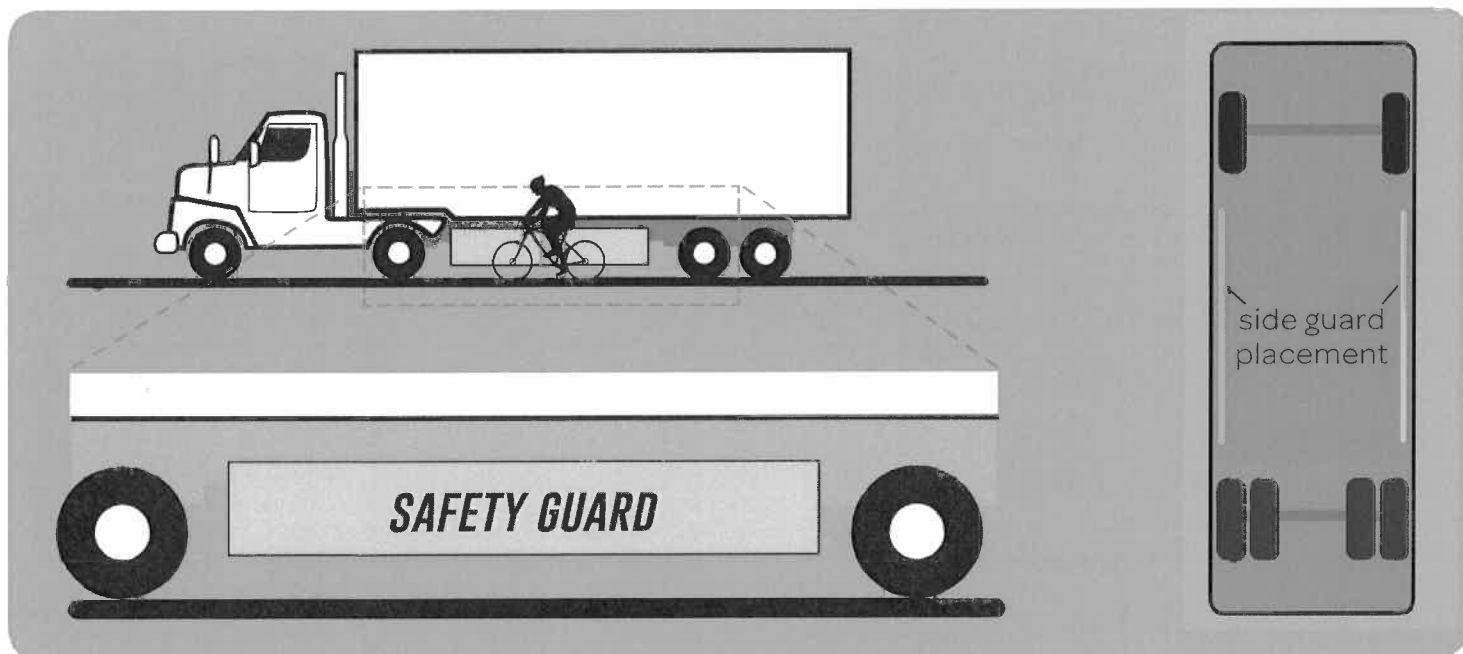


CITY OF SOMERVILLE

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.



Questions about inspections?

Please contact the Fleet Superintendent, Ron Bonney, at:
RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524.

ORDINANCE REQUIREMENTS

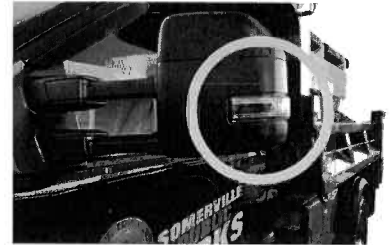
LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

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



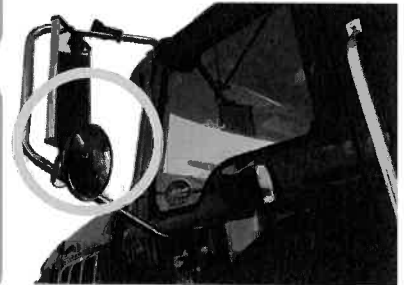
SIDE-VISIBLE TURN SIGNALS

- 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

Questions about inspections? Please contact the Fleet Superintendent, Ron Bonney, at: RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524

TO: City Vendors
FROM: Fleet Division, City of Somerville
SUBJECT: Vehicle Inspections Process under Somerville City Ordinance Chapter 12, Article VIII ("Ordinance to Safeguard Vulnerable Road Users")

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 safe guard 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 Fleet Superintendent Ron Bonney at rbonney@somervillema.gov or at (617) 625-6600, ext. 5524.

INFORMATION REGARDING COMPLIANCE WITH LOCAL ORDINANCE

TO: Prospective Bidders for Somerville Avenue Utility & Streetscape
Improvements – Invitation for Bid (IFB) #18-24

SUBJECT: Partial Waiver and Acknowledgement of Somerville City Ordinance
Chapter 12, Article VII (“Ordinance to Safeguard Vulnerable Road
Users”)

Prospective bidders 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](#).

Application of this Ordinance to IFB #18-24 and the awarded contract will be as follows:

Large vehicles (as defined under the Ordinance) that are owned by the general contractor and which will be used at the construction site at least 50% of the time must comply with the Ordinance.

Within one year of starting contracted work pursuant to IFB #18-24, these vehicles must be inspected at the Somerville Department of Public Works and meet all requirements under the Ordinance.

Acknowledgement

In accordance with Sec. 12-119 “Requirements” in the Ordinance, bidders must sign the following:

Unless otherwise waived, 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.



Authorized Signatory's Name Michael M. Foley
Vice President

February 7, 2018

Date

Barletta Heavy Division, Inc.

Company Name

Form: _____ 18-49
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: _____

(Individual Submitting Bid)
Duly Authorized

Name of Business or Entity: Barletta Heavy Division, Inc.

Date: February 7, 2018

RETURN THIS FORM WITH YOUR BID

City of Somerville

Page 1 of 1

BID SOLICITATION

Bid Opening Date: 01/03/2018 11:00 AM
Printed: 12/07/2017 02:47 PM

Description: IFB 18-24 Somerville
Avenue Utilities and Streetscape
Upgrades

Bid Number BD-17-1166-COS01- COS01-22097
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	IFB 18-24 Somerville Avenue Utilities and Streetscape Upgrades	1	EA		
2	IFB 18-24 Somerville Avenue Utilities and Streetscape Upgrades	1	EA		
3	IFB 18-24 Somerville Avenue Utilities and Streetscape Upgrades	1	EA		
				TOTAL:	

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

PURCHASED

By: Michael Richards

Phone#: (617) 625-6600

Email: mrichards@somervillema.gov

BUYER



**CITY OF SOMERVILLE
PURCHASING DEPARTMENT
IFB 18-24**

The City of Somerville, through the Purchasing Department, invites sealed bids for:

Somerville Avenue Utilities and Streetscape Upgrade Project

Bid packages for may be obtained online at <https://www.somerville-ma.gov/departments/finance/purchasing> or may be picked up at the Purchasing Department, Somerville City Hall, 93 Highland Avenue, First Floor, Somerville, MA 02143 beginning on **Friday December 15th, 2017**.

Sealed proposals will be received until **Wednesday January 31st, 2018 at 11:00am**. Late bids will not be considered. The Purchasing Director reserves the 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 **Michael Richards** at 617-625-6600 x 3403, or email mrichards@somervillema.gov for information and the bid package.

Michael Richards
Assistant Purchasing Director

12/13/17 The Somerville Times

CR-2

CENTRAL REGISTER - GENERAL CONTRACTS

Public Contracts that are construction related and estimated to exceed \$10,000. Published two weeks prior to general bid opening.

AWARDING AUTHORITY AND PROJECT INFORMATION

AGENCY:

Somerville, City of
93 Highland Avenue
Somerville, MA 02143

PROJECT NUMBER:

IFB 18-24

ESTIMATED COST:

\$57,000,000

CONTRACTOR QUALIFICATION:

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

PROJECT:

Somerville Utility and Streetscape Improvements Project. Planned upgrades to the current infrastructure system include: installation of 2,000 feet of a new 14-foot by 6-foot storm water box culvert; 5,000 feet of new 6- to 12-inch diameter water mains; 800 feet of new 6- to 48-inch diameter sewer mains; cleaning and lining 5,000 feet of the existing 24- to 48-inch diameter sanitary and combined sewer mains; and 1,500 feet of new 6- to 24-inch diameter storm sewer.

CONTACT INFORMATION

PHONE: 617-625-6600

FAX:

Michael Richards

EMAIL: mrichards@somervillema.gov

PLANS/SPECIFICATIONS AVAILABLE

Register your interest as a plan holder with Michael Richards at mrichards@somervillema.gov

(place, date and time)

Plans will be made available 12/15/17

CONTRACT INFORMATION:

SUB BID DEADLINE:

(date and time)

GENERAL BID DEADLINE:

1/31/18 @ 11:00 A.M.

(date and time)

SUB BID CATEGORIES:

ADDITIONAL INFORMATION

IFB #18-24

SOLICITATION FOR:

Somerville Avenue Utilities and Streetscape Upgrades



CITY OF SOMERVILLE, MASSACHUSETTS

Joseph A. Curtatone, Mayor

Purchasing Department
Angela M. Allen, Purchasing Director

RELEASE DATE: 12/15/2017

PRE-BID MEETING: 1/3/2018 at 10AM EST

QUESTIONS DUE: 1/10/2018 by 12PM EST

DUE DATE AND TIME: 1/31/2018 by 11AM EST

DELIVER TO:

**City of Somerville
Purchasing Department**

Attn: Michael Richards
Assistant Purchasing Director
mrichards@somervillema.gov

**93 Highland Avenue
Somerville, MA 02143**

IFB #18-24
Somerville Avenue Utilities and Streetscape Upgrades

Key Project Information

Project Address	Somerville Avenue, Union Square, Somerville, MA
Estimated Construction Cost	\$57,000,000.00
Anticipated Contract Award	2/22/2018
Date of Substantial Completion	7/15/2021
Date of Final Completion	9/15/2021
Est. Contract Commencement Date	3/9/2018
Est. Contract Completion Date	9/15/2021
Governing Bid Law	MGL 30.39M (Horizontal Construction)
Wage Requirements	State Prevailing Wages
Payment Bond Requirements	100% of Contract Value
Performance Bond Requirements	100% of Contract Value
Liquidated Damages (\$ per Day)	\$8,511.84

Managing Department Information

Managing City Department	Capital Planning and Projects
Project Manager	Jessica Fosbrook
Project Manager Email	jfosbrook@somervillema.gov

Designer Information

Designer Name	WSP USA, Inc.
Designer Address	75 Arlington Street, Boston, MA 02116
Designer Specialty	Engineering
Designer Contact	Rachel J. Burckardt, PE
Designer Contact Email	Rachel.Burckardt@WSP.com

TABLE OF CONTENTS

• Part 1: Invitation for Bid Documents

Section 1: GENERAL INFORMATION ON BID PROCESS

1.1	General Instructions
1.2	Bid Schedule
1.3	Submission Instructions
1.4	Questions
1.5	General Terms

Section 2: RULE FOR AWARD, QUALITY REQUIREMENTS, AND PROJECT BACKGROUND

2.1	Rule For Award
2.2	Project Background

Section 3: REQUIRE BID FORMS / BIDDERS' CHECKLIST

3.1 (required with bid)	Signed Cover Letter
	Somerville Living Wage Form
	Quality Requirements Form
	Certificate of Non-Collusion & Tax Compliance
	Certificate of Signature Authority
	Ordinance to Protect Vulnerable Road Users
	Reference Form (or equivalent may be attached)
	5% Bid Deposit
	Prevailing Statement of Compliance Form
	OSHA Form
	Acknowledgement of Addenda (if applicable)
3.2 (required post bid)	Signed W9
	Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
	Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)
	Performance Bond - 100% of contract amount
	Statement of Management (if applicable)
	Payment Bond - 100% of contract amount

Section 4: BID PRICING

4.0	Form for General Bid
	Unit Price Form (54 pages)

• PART 2: SAMPLE CONSTRUCTION CONTRACT / CITY's GENERAL TERMS AND CONDITIONS

• PART 3: TECHNICAL SPECIFICATIONS

Due to the size and scope of the project, all technical specifications, drawings, attachments, and videos will be hosted online. Please access these files via Google Drive at

<https://drive.google.com/open?id=13OLxLfFFQylxvtrQloy6L60RnEYrmeff>

Minimum Quality Requirements Form

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, 2, or 3, or a failure to respond to any of the following minimum standards may result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Is the vendor MassDOT prequalified for: - Highway – Construction - Drainage - Sewer and Water?	x x x	
2.	Has the vendor submitted references as detailed in Section 1.3 of this bid package?	x	
3.	Can the contractor certify that all employees to be provided, have successfully completed at least 10 hours of OSHA approved training in Construction Safety and Health?	x	
4.	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.		x

In order to provide verification of affirmative responses to items 1, 2, and 3 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.

Form: _____
Contract Number: 18-49

CITY OF SOMERVILLE

Rev. 08/01/12



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: _____

(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: Barletta Heavy Division, Inc.

Date: February 7, 2018

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: _____

(Duly Authorized Representative of Vendor)

Name of Business or Entity: Barletta Heavy Division, Inc.

Social Security Number or Federal Tax ID#: 04-3423193

Date: February 7, 2018

Addendum No. 1 to IFB 18-24



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding IFB 18-24, **Somerville Avenue Utilities and Streetscape Upgrades**

From: Michael Richards, Assistant Purchasing Director

Date: January 5, 2018

Re: Answer Questions Posed at Pre-Bid Meeting, Clarify Qualifications Requirements, Append List of Pre-Bid Attendees, Append List of Bid Holders

Addendum No. 1 to IFB 18-24

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.

This addendum includes the following:

- Answers questions posed at the optional pre-bid meeting held on January 3rd, 2018, as well as those received in writing prior to the meeting
- Provides revisions to the technical specifications
- Revises vendor qualifications requirements
- Attaches the list of pre-bid meeting attendees
- Attaches the list of all interested plan holders.

The full addendum with all information can be downloaded at
<https://drive.google.com/drive/folders/13OLxLlFFQylxvtrQloy6L60RnEYrmeff?usp=sharing>

NAME OF COMPANY / INDIVIDUAL: Barletta Heavy Division, Inc.

ADDRESS: 40 Shawmut Road, Suite 200

CITY/STATE/ZIP: Canton MA 02021-1409

TELEPHONE/FAX/EMAIL: 781-821-6222 781-821-7444 estimating@barlettaco.com

SIGNATURE OF AUTHORIZED INDIVIDUAL: [Signature]

Michael M. Foley, Vice President

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 X #2 #3 #4

Addendum No. 2 to IFB 18-24



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding IFB 18-24, **Somerville Avenue Utility and Streetscape Improvements**

From: Michael Richards, Assistant Purchasing Director

Date: January 17, 2018

Re: Extend Bid Submission Deadline, Answer Questions during Q/A Period, Clarify Qualifications Requirements, Revise Unit Price Form, Revise Technical Specifications, Append List of Bid Holders

Addendum No. 2 to IFB 18-24

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.

This addendum includes the following:

- Clarifies the title of this project. All documentation regarding this project should refer to the work as the *Somerville Avenue Utility and Streetscape Improvements* project.
- Extend Deadline for Submissions. The new deadline to submit bids will be **11:00am Wednesday February 7th**.
- Answers questions received prior to the Q/A deadline
- Revised Unit Price Form. Bidders must submit the attached bid forms (identified with "REV 1" in the upper right had corner of each page) with their bid
- Technical Specifications. Includes revisions resulting from the questions received.
- Attaches the updated list of all interested plan holders.

NAME OF COMPANY / INDIVIDUAL: Barletta Heavy Division, Inc.

ADDRESS: 40 Shawmut Road, Suite 200

CITY/STATE/ZIP: Canton MA 02021-1409

TELEPHONE/FAX/EMAIL: 781-821-6222 781-821-7444 estimating@barlettaco.com

SIGNATURE OF AUTHORIZED INDIVIDUAL:

Michael M. Foley, Vice President

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 #2 X #3 #4

Addendum No. 3 to IFB 18-24



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding IFB 18-24, **Somerville Avenue Utility and Streetscape Improvements**

From: Michael Richards, Assistant Purchasing Director

Date: January 19, 2018

Re: Answer Late Questions Resulting in Revisions to Technical Specifications

Addendum No. 3 to IFB 18-24

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.

This addendum answers questions received after the Q/A deadline but that result in a material revision to the technical specifications. The question and answer period has closed. The City does not anticipate answering additional questions or issuing further addenda unless an issue arises that would materially change the specifications package.

NAME OF COMPANY / INDIVIDUAL: Barletta Heavy Division, Inc.

ADDRESS: 40 Shawmut Road, Suite 200

CITY/STATE/ZIP: Canton MA 02021-1409

TELEPHONE/FAX/EMAIL: 781-821-6222 781-821-7444 estimating@barlettaco.com

SIGNATURE OF AUTHORIZED INDIVIDUAL: 
Michael M. Foley, Vice President

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 #2 #3 X #4

NOTARIZED STATEMENT OF BIDDER'S QUALIFICATIONS

THIS FORM MUST BE SUBMITTED WITH YOUR BID

THIS STATEMENT MUST BE NOTARIZED

BIDDER SHALL PROVIDE CLEAR AND CONCISE RESPONSES TO ALL QUESTIONS IN THIS STATEMENT. BIDDER SHALL USE THIS FORM, OR A FORM WITH THE SAME FORMATTING AS THE CITY'S STATEMENT OF BIDDER QUALIFICATIONS.

The bidder must provide references including telephone number and contact names in response to the questions in this section. References will be used in determining the responsibility of the bidder. The City reserves the right to use itself as a reference.

1. The names, titles, residences of all persons and parties interested in this Proposal as principals are as follows:

Note: Give the first and last names in full. In the case of corporation, give names of officers and directors; in the case of a partnership, give names of all partners.

IMPORTANT: Be sure residences are listed below.

Name	Title	Home Address
Vincent F. Barletta	President, Clerk, Treasurer	6 Glenfield E, Weston MA
Michael M. Foley	Vice President	10 Rogers Circle, N. Reading MA

2. When organized.

June 5, 1998

3. If a corporation, where incorporated.

Massachusetts

4. Indicate the general nature of work normally performed by your company.

Bidder's Name: Barletta Heavy Division, Inc.

STATEMENT OF BIDDER'S QUALIFICATIONS



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator



BARLETTA HEAVY DIVISION INC
40 SHAWMUT RD #200
CANTON, MA 02021

March 29, 2017
Prequalification Certificate No B1717-26

Dear Contractor:


In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Bridge - Construction	\$195,000,000.00	Bridge - Culverts	\$195,000,000.00
Bridge - Deck Repairs	\$195,000,000.00	Bridge - Joints	\$195,000,000.00
Demolition	\$17,600,000.00	Drainage	\$250,000,000.00
Highway - Construction	\$250,000,000.00	Landscaping Including Tree Planting	\$27,000,000.00
Marine Construction	\$50,000,000.00	Sewer and Water	\$257,000,000.00

Bonding Capacity \$650,000,000.00 Bond Single Limit \$300,000,000.00 Expiration Date 3/31/2018

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until March 31, 2018 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to prequal.r109@state.ma.us.

Contractors may only obtain an Official Compact Disc (CD) for work in the categories for which they are listed on this certificate. Upon approval, the official bidder shall be entitled to receive an officially numbered compact disc (CD) containing the plans and specifications.

Very truly yours,
THE PREQUALIFICATION COMMITTEE
By: 
Isidoro DeJesus Perez
Acting Director of Construction Prequalification

General Contractor - Heavy Construction

5. Has your present organization ever failed to complete any work awarded to it? If so, state when, where, and why.

No

6. Has your present organization ever defaulted on a contract? If so, state when, where, and why.

No

7. Qualification Requirements -- As a minimum, the Bidder must demonstrate that it is qualified to bid on this Contract by adequately providing responses to the following qualification requirements:

7A. Qualification Requirement for Large Utilities in Urban Setting:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects involving, as a minimum, the construction of water mains, sanitary sewers, large-sized (equivalent of 48 inches or greater) storm drains, and precast concrete structures (greater than 6-ft diameter or equivalent in other shapes), in streets and sidewalks within a crowded urban setting; including traffic and pedestrian management and utility relocation and coordination. The dollar value of one project must be at least 30 million dollars and at least 20 million dollars for the other two projects. Provide the following details.

Bidder's Name: Barletta Heavy Division, Inc.

STATEMENT OF BIDDER'S QUALIFICATIONS

Project #7A-1:

Project Name: Woonasquatucket Combined Sewer Overflow Interceptor

Start date: March 2012 Completion date: December 2014

Name and address of Owner for whom the work was done: _____

Narragansett Bay Commission

1 Service Road, Providence RI 02905

Name of Owner's Representative (for Reference): Anthony Dalmazzi

Owner's Representative's Current Telephone #: 401-641-3268

Current E-mail: tdalmazzi@narrabay.com

Dollar Value of Contract \$72,504,656

Location of urban setting impacted by project: Providence, Rhode Island

Description of work performed that demonstrates that the above requirements have been fulfilled:

Construction throughout Providence of 3,770lf 48", 964lf 54", 2,072lf 60", 3,980lf 72"

consolidation conduits, 5 diversion structures, 3 junction chambers, 27 manholes and

drop structures, 1 relief structure, 1 regulator structure, 1 gate and screening structure,

1 approach channel and vortex generator structure. Work included site restoration, streetscape enhancements, traffic/pedestrian management, and utility relocation.

Project # 7A-2:

Project Name: Rt 79/I-195 Interchange & Braga Bridge Rehabilitation; Design-Build

Start date: August 2013 Completion date: October 2016

Name and address of Owner for whom the work was done: _____

Massachusetts Department of Transportation

10 Park Plaza, Boston MA 02116

Name of Owner's Representative (for Reference): Gerald Bernard

Owner's Representative's Current Telephone #: 508-884-4283

Current E-mail: gerald.bernard@state.ma.us

Dollar Value of Contract: \$227,891,352

Location of urban setting impacted by project: Fall River, MA

Description of work performed that demonstrates that the above requirements have been fulfilled:

In addition to construction of new and relocation of existing water, storm drain and sanitary lines, and the new communication and electric conduits that were installed, there was over \$5M in utility force account work that Barletta coordinated with the Owner and respective utilities.

Bidder's Name: Barletta Heavy Division, Inc.

Project # 7A-3:

Project Name: East Boston Branch Sewer Interceptor

Start date: August 2008 Completion date: March 2011

Name and address of Owner for whom the work was done:

Massachusetts Water Resources Authority

100 First Avenue Charlestown MA 02129

Name of Owner's Representative (for Reference): Anandan Navanandan

Owner's Representative's Current Telephone #: 617-908-2236

Current E-mail: anandan.navanandan@mwra.state.ma.us

Dollar Value of Contract: \$62,095,217

Location of urban setting impacted by project: East Boston

Description of work performed that demonstrates that the above requirements have been fulfilled:

Rehabilitation by cured-in-place pipe lining and installation of new pipe for 2.5 miles of sewer interceptor. Use of microtunneling to reduce conflicts with heavily congested utilities and assist with traffic and pedestrian management due to the high traffic volumes in East Boston. Distances and pipe sizes included 675lf of 15", 805lf of 24", 3,480lf of 36", 7,485lf of 48", and 1,080lf of 66". Coordination with multiple utility companies for relocation and support of existing lines. Construction/installation of 10 ft diameter sewer manholes along length of project.

7B Qualification Requirement for water mains in Urban Setting:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects involving, as a minimum, the construction of water mains at least 12-inches in size within a crowded urban setting; including traffic and pedestrian management and utility relocation and coordination. The Contractor shall show experience with deactivating, removing, constructing, pressure testing, flushing and cleaning, disinfecting and commissioning water mains. The dollar value of one project must be at least 5 million dollars and at least 2 million dollars for the other two projects. Provide the following details.

Project #7B-1:

Project Name: Huron B Sewer Separation and Surface Improvements Project

Start date: September 2013 Completion date: January 2018

Name and address of Owner for whom the work was done:

City of Cambridge

147 Hampshire St., Cambridge MA 02139

Name of Owner's Representative (for Reference): Kathy Watkins

Owner's Representative's Current Telephone #: 617-349-4751

Current E-mail: kwatkins@cambridgema.gov

Dollar Value of Contract \$44,073,074

Bidder's Name: Barletta Heavy Division, Inc.

Location of urban setting impacted by project: Cambridge MA

Description of work performed that demonstrates that the above requirements have been fulfilled:

Replacement of the existing 100+ year old 40-inch, riveted steel water main with new 42-inch ductile iron pipe and new 42-inch butterfly valves with custom fabricated steel adapters.

Project # 7B-2:

Project Name: Anderson Bridge Rehabilitation

Start date: 2012 Completion date: 2016

Name and address of Owner for whom the work was done:

Massachusetts Department of Transportation - Highway Division
10 Park Plaza Boston MA 02116

Name of Owner's Representative (for Reference): John McNerney

Owner's Representative's Current Telephone #: 617-593-5554

Current E-mail: john.mcinerney@state.ma.us

Dollar Value of Contract: \$25,000,000

Location of urban setting impacted by project: Boston and Cambridge

Description of work performed that demonstrates that the above requirements have been fulfilled:

Structural repairs and rehabilitation of the three-span concrete arch bridge that carries North Harvard Street over the Charles River between Boston and Cambridge. Maintenance of vehicular and pedestrian traffic through all phases of construction. The bridge carries two water mains, two major duct banks, and lighting conduit. The replacement of the MWRA's 36" water mains was performed as a part of this project.

Bidder's Name: Barletta Heavy Division, Inc.

Project # 7B-3:

Project Name: Hultman Aqueduct Interconnections

Start date: August 2009 Completion date: August 2013

Name and address of Owner for whom the work was done:

Massachusetts Water Resources Authority

100 First St., Charlestown MA 02129

Name of Owner's Representative (for Reference): Anandan Navanandan

Owner's Representative's Current Telephone #: 617-908-2236

Current E-mail: anandan.navanandan@mwra.state.ma.us

Dollar Value of Contract: \$47,542,388

Location of urban setting impacted by project: Waltham, Natick, Framingham, MA

Description of work performed that demonstrates that the above requirements have been fulfilled:

The Hultman Aqueduct Interconnections project involved inspection support, rehabilitation, internal repair and new construction of over 13 miles of the MWRA's 138" diameter Hultman Aqueduct. Work included multiple dewatering and bypass pumping operations in order to support the pipeline inspection and repair operations; work included pressure and leakage testing, disinfection, dechlorination, and flushing of the completed and rehabilitated Hultman Aqueduct.

7C. Qualification Requirement for Traffic Management in Congested Urban Setting:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects involving, as a minimum, work on state/city highways in an urban setting with heavy volumes of motor vehicle, bicycle, pedestrian and handicap traffic that required rerouting of traffic and transportation and coordination with state and/or city police, fire, parking, traffic and handicap compliance departments. The dollar value of one project must have been at least 30 million dollars and at least 20 million dollars for the two projects. Provide the following details.

Project #7C-1:

Project Name: Government Center Station

Start date: August 2013 Completion date: February 2018

Name and address of Owner for whom the work was done:

Massachusetts Bay Transportation Authority

100 Summer St., Suite 1200 Boston MA 02110

Name of Owner's Representative (for Reference): Thomas Nee

Owner's Representative's Current Telephone #: 617-222-5233

Current E-mail: thnee@mbta.com

Dollar Value of Contract: \$81,946,231

State/City highway and location of urban setting impacted by project:

Tremont, Court and Cambridge Streets in Boston

Bidder's Name: Barletta Heavy Division, Inc.

Description of work performed that demonstrates that the above requirements have been fulfilled:

This project also included the rehabilitation of Tremont and Court Streets and the reconstruction of Cambridge Street and a portion of Boston City Hall Plaza to provide new accessible paths of travel to the station and bring the station into compliance with the Americans with Disabilities Act (ADA) and the Boston Center for Independent Living (BCIL) Agreement.

Project #7C-2:

Project Name: Huron B Sewer Separation and Surface Improvements Project

Start date: September 2013 Completion date: January 2018

Name and address of Owner for whom the work was done:

City of Cambridge

147 Hampshire St., Cambridge MA 02139

Name of Owner's Representative (for Reference): Kathy Watkins

Owner's Representative's Current Telephone #: 617-349-4751

Current E-mail: kwatkins@cambridgema.gov

Dollar Value of Contract: \$44,073,074

State/City highway and location of urban setting impacted by project:

The work was completed along Huron Avenue between Fresh Pond Parkway and Concord Avenue, and 17 other neighboring streets in Cambridge.

Description of work performed that demonstrates that the above requirements have been fulfilled:

Project included reconstruction of over 3 miles of roadway, sidewalks, bicycle lane crossings and crosswalks conforming to the latest ADA regulations.

Bidder's Name: Barletta Heavy Division, Inc.

Project # 7C-3:

Project Name: Rt 79/I-195 Interchange & Braga Bridge Rehabilitation, Design-Build

Start date: August 2013 Completion date: October 2016

Name and address of Owner for whom the work was done:

Massachusetts Department of Transportation

Ten Park Plaza, Boston MA 02116

Name of Owner's Representative (for Reference): Gerald Bernard

Owner's Representative's Current Telephone #: 508-884-4283

Current E-mail: gerald.bernard@state.ma.us

Dollar Value of Contract: \$227,891,352

State/City highway and location of urban setting impacted by project:

Route 79, Route 38, I-195 Fall River MA

Description of work performed that demonstrates that the above requirements have been fulfilled:

Work required major detours and Traffic Management Plans, utilizing Smart Work Zones and a Real Time Traffic Management system. Eight new interconnected traffic signal intersections were installed and over two dozen traffic stages were implemented.

7D Qualification Requirement for Support of Excavations and Structure Monitoring:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects involving, as a minimum, the design and installation of temporary earth support system similar in length, depth and method of installation to that required by this Contract as well as involving Structure Monitoring similar to that required by this Contract. The dollar value of one project must have been at least 30 million dollars and at least 20 million dollars for the other two projects. Provide the following details.

Project #7D-1:

Project Name: Woonasquatucket Combined Sewer Overflow Interceptor

Start date: March 2012 Completion date: December 2014

Name and address of Owner for whom the work was done:

Narragansett Bay Commission

1 Service Rd., Providence RI 02905

Name of Owner's Representative (for Reference): Anthony Dalmazzi

Owner's Representative's Current Telephone #: 401-641-3268

Current E-mail: tdalmazzi@narrabay.com

Dollar Value of Contract: \$72,504,656

Bidder's Name: Barletta Heavy Division, Inc.

Description of work performed that demonstrates that the above requirements have been fulfilled:

Design and construction of temporary earth support systems for construction throughout Providence of conduits, structures, and chambers. Structure monitoring required throughout the length of the contract.

Project #7D-2:

Project Name: Huron B Sewer Separation and Surface Improvements Project

Start date: September 2013 Completion date: January 2018

Name and address of Owner for whom the work was done:

City of Cambridge

147 Hampshire St., Cambridge MA 02139

Name of Owner's Representative (for Reference): Kathy Watkins

Owner's Representative's Current Telephone #: 617-349-4751

Current E-mail: kwatkins@cambridgema.gov

Dollar Value of Contract: \$44,073,074

Description of work performed that demonstrates that the above requirements have been fulfilled:

Temporary earth support systems were required during the separation of 4.7 miles of combined sewer and replacement of 2.6 miles of water main along Huron Avenue between Fresh Pond Parkway and Concord Avenue, and 17 other neighboring streets in Cambridge. Structure monitoring was required for the duration of the project.

Project #7D-3:

Project Name: State Street MBTA Station Rehabilitation

Start date: October 2004 Completion date: April 2011

Name and address of Owner for whom the work was done:

Massachusetts Bay Transportation Authority

100 Summer Street Boston MA 02110

Name of Owner's Representative (for Reference): Ed Hunter

Owner's Representative's Current Telephone #: 857-366-0342

Current E-mail: edmondhunter1@gmail.com

Dollar Value of Contract: \$66,130,630

Bidder's Name: Barletta Heavy Division, Inc.

Description of work performed that demonstrates that the above requirements have been fulfilled:

The project required the design and installation of an elaborate earth support system in the midst of one of Boston's busiest intersections, in very constricted work zones adjacent to 40 story office buildings which were constantly monitored. The earth support system consisted of 50 foot steel piles in pre-drilled 24" steel caissons which were drilled through various obstructions encountered, including the remains of granite foundations and seawalls. Once the piles were in place, the excavation was decked and steel bracing and wood lagging installed to complete the excavation. Numerous public and private utilities including 12", 16" and 24" water mains, 12" gas mains, 8" and 12" steam mains, 13.8KVA electric lines, 30" sewer/drain lines and telecommunications systems were temporarily relocated, and two 115,000KVA steel, oil filled electric transmission mains were supported in place.

7-E Qualification Requirement for Reconstruction of Roadways and Sidewalks : Within the last 10 years, the Contractor must have successfully completed at least 3 projects involving, as a minimum, the reconstruction of municipal roadways and Architectural Access Board compliant sidewalks, traffic signals, street lighting, line striping, surface improvements and landscaping. The dollar value of one project must have been at least 10 million dollars and at least 5 million dollars for the other 2 projects. Provide the following details.

Project #7E-1

Project Name: Rt79/I-195 Interchange & Braga Bridge Rehabilitation , Design-Build

Start date: August 2013 Completion date: October 2016

Name and address of Owner for whom the work was done:

Massachusetts Department of Transportation - Highway Division

10 Park Plaza Boston MA 02116

Name of Owner's Representative (for Reference): Gerald Bernard

Owner's Representative's Current Telephone #: 508-884-4283

Current E-mail: gerald.bernard@state.ma.us

Dollar Value of Contract: \$227,891,352

State/City highway and name of location of compliant sidewalk work:

Route 79, Route 138 and connecting/intersecting roadways in Fall River, MA

Description of work performed that demonstrates that the above requirements have been fulfilled:

Roadway and intersection improvements including sidewalks, signals, lighting, striping and traffic management along the new 4-lane Route 79/Davol Street/ Route 138 roadway; Route 79 at its intersections with the new Water Street Connector, Anawan Street/Pocasset Street, and Central Street. Construction of a shared-use path (bicycle and pedestrian) connecting Route 79 to Milliken Boulevard.

The project also opened the city's waterfront to the community with advanced multimodal access, and better safety for pedestrians and bicyclists through the addition of signalized intersections, wider sidewalks, dedicated bike lanes and two miles of shared-use paths.

Bidder's Name: Barletta Heavy Division, Inc.

Project # 7E-2:

Project Name: Government Center Station

Start date: August 2013 Completion date: February 2018

Name and address of Owner for whom the work was done:

Massachusetts Bay Transportation Authority

100 Summer St., Boston MA 02110

Name of Owner's Representative (for Reference): Thomas Nee

Owner's Representative's Current Telephone #: 617-222-5233

Current E-mail: thnee@mbta.com

Dollar Value of Contract: \$81,946,231

State/City highway and name of location of compliant sidewalk work:

Tremont Street, Court Street, Cambridge Street in Boston

Description of work performed that demonstrates that the above requirements have been fulfilled:

The rehabilitation of Tremont and Court Streets and the reconstruction of Cambridge Street and a portion of Boston City Hall Plaza were necessary to provide new accessible paths of travel to/from the station bringing the station into compliance with the Americans with Disabilities Act (ADA) and the Boston Center for Independent Living (BCIL) Agreement. Sidewalks, crosswalks, line striping, signals, lighting, landscaping and surface improvements were included.

Project # 7E-3:

Project Name: Huron B Sewer Separation and Surface Improvements Project

Start date: September 2013 Completion date: January 2018

Name and address of Owner for whom the work was done:

City of Cambridge

147 Hampshire St., Cambridge MA 02139

Name of Owner's Representative (for Reference): Kathy Watkins

Owner's Representative's Current Telephone #: 617-349-4751

Current E-mail: kwatkins@cambridgema.gov

Dollar Value of Contract: \$44,073,074

State/City highway and name of location of compliant sidewalk work:

The work was completed along Huron Avenue between Fresh Pond Parkway and Concord Avenue, and 17 other neighboring streets in Cambridge.

Description of work performed that demonstrates that the above requirements have been fulfilled:

New traffic signal systems at intersections; reconstruction of over 3 miles of roadway including striping, lighting, landscaping, surface improvements, sidewalks, bicycle lane crossings and crosswalks conforming to the latest ADA regulations.

Bidder's Name: Barletta Heavy Division, Inc.

7-F Qualification Requirement for Pipeline Renewal:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects in the United States of 15-inch diameter or greater sewer and/or drain renewal using cured-in-place pipelining of at least 1,000 continuous linear feet with factory or on-site wet out of the liner tube; and design of a 15-inch diameter or greater liner tube wall thickness based on a fully deteriorated condition. At least one project shall have involved combined sewer pipes of 48-in. or greater and at least 500 continuous linear feet. At least one project shall have been within a crowded urban setting; including traffic and pedestrian management. At least one project shall have involved bypass pumping for flow rates of 1.5 MGD or greater.

Project #7F-1:

Project Name: East Boston Branch Sewer Interceptor Microtunnel

Start date: August 2008 Completion date: March 2011

Name and address of Owner for whom the work was done:

Massachusetts Water Resources Authority

100 First Avenue Charlestown MA 02129

Name of Owner's Representative (for Reference): Anandan Navanandan

Owner's Representative's Current Telephone #: 617-908-2236

Current E-mail: anandan.navanandan@mwra.state.ma.us

Dollar Value of Contract: \$62,095,217

Description of work performed that demonstrates that the above requirements have been fulfilled:

Rehabilitation by cured-in-place pipe lining and installation of some new pipe for 2.5 miles of sewer interceptor. Use of microtunneling to reduce conflicts with heavily congested utilities and the high traffic volumes in East Boston.

Distances and pipe sizes included 675lf of 15", 805lf of 24", 3,480lf of 36", 7,485lf of 48", and 1,080lf of 66".

This project was selected by the North American Society of Trenchless Technology as the 2011 Project of the Year.

Project # 7F-2:

Project Name: Section 156 Sewer Rehabilitation - North Metropolitan Sewer

Start date: July 2011 Completion date: September 2012

Name and address of Owner for whom the work was done:

Massachusetts Water Resources Authority

100 First Avenue Charlestown MA 02129

Name of Owner's Representative (for Reference): Anandan Navanandan

Owner's Representative's Current Telephone #: 617-908-2236

Current E-mail: anandan.navanandan@mwra.state.ma.us

Dollar Value of Contract: \$2583732

Bidder's Name: Barletta Heavy Division, Inc.

Description of work performed that demonstrates that the above requirements have been fulfilled:

Final design and installation of a cured-in-place pipe (CIPP) liner of an 1,800lf 61"x56" brick sewer interceptor and the rehabilitation of manholes, siphon chambers and connecting structures in Everett, MA.

Project # 7F-3:

Project Name: Woonasquatucket Combined Sewer Overflow Interceptor

Start date: March 2012 Completion date: December 2014

Name and address of Owner for whom the work was done:

Narragansett Bay Commission

1 Service Rd., Providence RI 02905

Name of Owner's Representative (for Reference): Anthony Dalmazzi

Owner's Representative's Current Telephone #: 401-641-3268

Current E-mail: tdalmazzi@narraby.com

Dollar Value of Contract: \$72,504,656

Description of work performed that demonstrates that the above requirements have been fulfilled:

Construction of the Woonasquatucket Combined Sewer Overflow Interceptor (WCSOI) pipelines, tunnels, shafts and ancillary facilities in Providence, Rhode Island.

Work included construction of 2,072lf, 60-inch diameter, 15 to 30-ft deep WCSOI RCP consolidation conduit with cured-in-place pipe (CIPP) liner, and excavation and lining installation of a 96" 1,747lf connection from the deaeration chamber to the existing foundry shaft.

Bidder's Name: Barletta Heavy Division, Inc.

8. Qualification Requirement for Project Manager:

Provide the name of the Contractor's Project Manager that will be assigned to the proposed Contract. The Project Manager must have a minimum of 10 years construction experience. The Project Manager must also have demonstrated the ability to manage construction budgets, to prepare schedules, and to perform contract administration for one project of at least 30 million dollars and two projects of at least 20 million dollars.

Name: Kevin Huie

Project #8-1: Please see resume for Mr. Huie

Project Name: _____

Start date: _____ Completion date: _____

Name and Address of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Current E-mail: _____

Dollar Value of Contract : _____

Description of work that demonstrates minimum experience requirements have been fulfilled:

Bidder's Name: Barletta Heavy Division, Inc.



Kevin Huic

EXPERIENCE

BARLETTA ENGINEERING CORP./BARLETTA HEAVY DIVISION, INC. 1999-Present
Canton, Massachusetts

• Project Manager

MassDOT Contract 81678 – Casey Overpass & Forest Hills MBTA Station (\$76M)

Demolition of the Casey Overpass bridge structure and the MBTA Forest Hills Station north headhouse and busway; reconstruction of the Casey Arborway at-grade roadway system, including temporary roadways, traffic signals and barriers for pedestrians and traffic; Southwest Corridor Park; construction of a new north headhouse and upper busway at the MBTA Forest Hills Station, and an extension from the existing transit platform to the new headhouse.

MBTA Contract A20CN01 – Government Center Station (\$85M)

Demolition and reconstruction of the subterranean transfer station between the Green and Blue subway lines originally constructed in 1897. Improvements include extensive renovations to both the Green Line and Blue Line tunnels and platforms, construction of a new station entrance, lobbies and passenger facilities, new electrical, safety, ADA, mechanical and fare collection systems, and reconstruction of Cambridge Street and a portion of City Hall Plaza above the station.

East-West Parkway & Related Facilities Design/Build (\$34M)

Design and construction of a new cross-Base parkway, including three vehicular bridges at the former South Weymouth U.S. Naval Air Station which was redeveloped into a 1,400-acre village-style live/work/shop/play community. Major project components included environmental permitting, community outreach and public meetings.

MWRA Contract 6257 – East Boston Sewer Interceptor Microtunnel (\$62M)

Construction of 24 microtunneling shafts, installation of 1700 lf of pipe by open cut trench and 11,000 lf of pipe by microtunneling, installation of concrete structures, and appurtenant work. Worked closely with Owner and Designer on redesign and value engineering to complete project ahead of schedule.

Selected 2011 Project of the Year by the North American Society of Trenchless Technology

• Assistant Project Manager

MBTA Contract S45CN02 – Ashmont Station (\$53M)

Complete reconstruction of the station including new trolley viaduct and platform. Public urban space constructed above the subway tunnel.

MBTA Contract S45CN01 – Shawmut, Fields Corner, Savin Hill Stations (\$55M)

Extensive renovations including trackwork, new platforms, headhouses, escalators and elevators; renovation of existing structure at Shawmut and replacement of existing Fields Corner and Savin Hill stations.

• Project Engineer

MWRA Contract 6489, WHCP-4, John J. Carroll / Walnut Hill Water Treatment Plant (\$145M)

Construction of the new 405 MGD ozone water treatment plant, with related structures, water transmission lines and a 69kV substation / generator with associated electrical systems.

MBTA Contract S10CN01 – Orient Heights Maintenance Facility (\$22M)

Renovation and expansion of the MBTA's Car Yard and Maintenance Facility in East Boston. The yard and shop facilities remained open and operational during construction.

• Assistant Project Engineer

Boston Harbor Project – Deer Island Wastewater Treatment Facility –

MWRA 6201 - CP-044: Final Site Completion (\$32M)

Planting, landscaping, grading, drainage, paving, yard piping modifications, installation of ductbanks and roadway lighting throughout the island. Construction of Public Docking Facilities at the existing pier.

MWRA 6516 - CP-144: Pretreatment Facilities/Substation (\$6M)

Construction of chemical pretreatment facility, including chemical tanks, pumps, piping and control equipment; substation and associated systems.



1997 - 1999

J.F. WHITE CONTRACTING COMPANY

Framingham, Massachusetts

• **Sr. Office Engineer / Assistant QC Engineer (Tunnel Steel)**

Senior member of engineering staff interpreting plans, coordinating subcontractors, ordering materials, and preparing payment estimates, schedules, submittals and correspondence. Responsible for inspection of steel, welds and bolts for main tunnel bracing and steel diaphragm bracing.

Central Artery/Tunnel Project -- Contract C15A1

I-93 North to New Chardon Street Tunnel (\$400M)

Construction of new tunnel with eight mainline lanes and multiple entrance and exit ramps in each direction. Ties-ins to the existing Sumner and Callahan Tunnels were completed at a depth of 110 feet.

1994 - 1997

MORGANTI NATIONAL

Danbury, Connecticut

• **Project Engineer**

Responsible for project scheduling, budget conformity, subcontractor management, interpretation of plans and specifications, and purchase/rental of equipment and supplies. Contractor's representative to Owner; prepared progress reports and attended Project Progress Meetings and Budget Meetings.

United States Army Research Laboratory Project (\$70M)

Aberdeen Proving Grounds, Maryland

EDUCATION

Roger Williams University

Bristol, Rhode Island

Bachelor of Science in Construction Management (major)

Business Administration (minor)

- Dean's List

CERTIFICATIONS

OSHA: 10 Hour, Fall Protection, Confined Space Awareness, HazMat

MBTA: Contractor Safety Awareness (Right Of Way)

Emergency First Aid and Adult CPR

PROFESSIONAL ORGANIZATIONS

The Moles; Member since 2015

Project #8-2:

Project Name: _____

Start date: _____ Completion date: _____

Name and Address of Owner for Whom the Work is being done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Current E-mail: _____

Dollar Value of Contract : _____

Description of work that demonstrates minimum experience requirements have been fulfilled:

Project #8-3

Project Name: _____

Start date: _____ Completion date: _____

Name and Address of Owner for Whom the Work is being done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Current E-mail: _____

Dollar Value of Contract : _____

Description of work that demonstrates minimum experience requirements have been fulfilled:

Bidder's Name: Barletta Heavy Division, Inc. _____

9. Qualification Requirement for Project Superintendent:

Provide the name of the Contractor's fulltime On-Site Superintendent that will be assigned to the proposed Contract. The Project Superintendent must have a minimum of 10 years construction experience similar in size, nature and complexity as the proposed project; demonstrated ability to manage a one project of at least 30 million dollar and the other two projects of at least 20 million dollars construction budgets, schedule, and crew coordination; have demonstrated experience in traffic management in heavily traveled streets; have experience with community relations with local businesses and residents and has coordinated with utilities. Provide details on 3 projects on which the proposed person has worked as On-Site Superintendent and that demonstrate that these requirements have been fulfilled:

Name: Thomas Russo

Project #9-1: Please see resume for Mr. Russo

Project Name: _____

Start date: _____ Completion date: _____

Name and Address of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Current E-mail: _____

Dollar Value of Contract : _____

Description of work that demonstrates minimum experience requirements have been fulfilled:

Project #9-2:

Project Name: _____

Start date: _____ Completion date: _____

Name and Address of Owner for Whom the Work is being done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Current E-mail: _____

Dollar Value of Contract : _____

Bidder's Name: Barletta Heavy Division, Inc.



Thomas Russo

EXPERIENCE

BARLETTA ENGINEERING / HEAVY DIVISION, Canton, Massachusetts

1999 to Present

Superintendent

MassDOT – Casey Overpass & Forest Hills MBTA Station, 81678 (\$76M)

Demolition of Casey Overpass and construction of the new Casey Arborway, including 12 traffic signal locations, adjoining side streets, bike paths, pedestrian walkways, relocation of water mains and utilities, and selective demolition and rehabilitation of the MBTA Forest Hills Station and tunnel.

MBTA – Red Line Trough and Winter Resiliency, T40CN01, \$19M

Six miles of new signal/communications cable trough and conduit, including relocation of and connection to existing signal equipment and installation of messenger cable. Work performed alongside existing Red Line from North Quincy Station to the end of Braintree Yard.

MBTA – Government Center Station, A20CN01 (\$85M)

Demolition and reconstruction of the subterranean transfer station between the Green and Blue subway lines originally constructed in 1897. Improvements include extensive renovations to both the Green Line and Blue Line tunnels and platforms, construction of a new station entrance, lobbies and passenger facilities, new electrical, safety, ADA, mechanical and fare collection systems, and reconstruction of Cambridge Street and a portion of City Hall Plaza above the station.

MBTA – Columbia Junction Signal Replacement, Q40CN01, \$66M

Functional replacement of the existing track, signal, communications and power facilities that are part of the Red Line Columbia Junction Interlocking and adjacent locations, requiring extensive coordination with MBTA Operations to maintain Red Line revenue service.

MBTA – Science Park MBTA Station, A29CN04, \$11M

Improvements to the Science Park/West End MBTA Green Line Station, including the rehabilitation, widening, reconstruction of parapets, decks, walls, stairways, arches and railings of the historic Lechmere Viaduct, and rehabilitation/replacement of stairs, railings and lighting at Craigie Bridge.

MassDOT – North Bank Bridge over Millers River & MBTA Railroad, 68856, \$28M

Construction of 12' wide, 700' long steel sinusoidal bridge spanning MBTA Commuter Rail Tracks, Millers River and the Duck Boat Ramp, and connecting Cambridge' North Point and Charlestown's Paul Revere Park.

MBTA – Ashmont MBTA Station, S45CN02, \$53M

Complete reconstruction of loop track viaduct, direct fixation and ballasted track construction and reconstruction and modernization of Ashmont Station. Work was performed while the tracks remained in service, on weekend shutdowns with strict Monday 5:00am deadlines.

MBTA – Improvements to Shawmut, Fields Corner & Savin Hill Stations – S45CN01, \$55M

Extensive renovations including trackwork, new platforms, headhouses, escalators and elevators; renovation of existing structure at Shawmut Station and replacement of existing stations at Fields Corner and Savin Hill. Work was performed while the tracks remained in service, on weekend shutdowns with strict Monday 5:00am deadlines.

Central Artery / Tunnel Project – Subaru Standby Operations – C21S3, \$24.8M

Central Artery / Tunnel Project – Subaru Standby Operations – C21S2, \$21.7M

Project scope included the transportation & disposal of over 5 Million Tons of Regulated & Unregulated Excavated Materials. Work activities included trucking, barging, and dredging of material.

Central Artery / Tunnel Project – I-90 Toll Plaza & Facilities – C07C1, \$8.4M

Construction of Toll Plaza Facilities and Support Buildings at the Logan Airport side of the Ted Williams Tunnel.



THOMAS RUSSO

PAGE 2 OF 2

Massachusetts Port Authority -- South Boston Maritime Park -- D178-C4, \$4.9M

Construction of waterfront park facility including café/bathroom pavilion, pergola structure, utility work, landscaping, and extensive site granite.

→ Project awards include Honor Awards from Boston Society of Landscape Architects and Boston Society of Architects, Project of the Year Award from the Construction Management Association of America Boston, and MassPort's General Construction Contractor of the Year Award

Economic Development & Industrial Corp. -- Central Parking Garage Addition -- Project No 1228, \$3.7M

Construction of five-story precast concrete addition to the Central Parking Garage in South Boston, adding approximately 335 new parking spaces. Included construction of new entrance/exit ways in existing structure, installation/implementation of automated/centralized revenue control system. All work performed while maintaining operation/traffic flow within existing garage.

Boston Redevelopment Authority -- Demo.of Buildings -- CP #2, \$3.7M

Boston Redevelopment Authority -- Demo.of Buildings -- CP #4, \$3.9M

Demolition of buildings and site prep for construction of Boston's new Convention and Exhibition Center. Work included the removal of utilities, and disposal of Regulated & Unregulated Soils and Wastes.

J.F. WHITE CONTRACTING CO., Framingham, Massachusetts

1997 to 1999

Engineer

Central Artery / Tunnel Project: North Street to New Chardon Street -- C15A1, \$400M

Directed the installation and payment of \$28.5M of utilities including pipe jacking, water, combined sewer, electric, telephone and gas. Supervised and managed the activities of construction crews to ensure proper installation of utilities within budget and time constraints. Coordinated redesign efforts with the Resident Engineer to eliminate conflicts with existing and proposed work within the Central Artery contract. Coordinated with utility companies to avoid conflicts with changing field conditions. Negotiated with suppliers in purchasing materials and equipment. Managed contracts and activities of subcontractors, suppliers and engineering consultants. Assisted in estimating and pricing of change order and time and material work.

BOURNE MATERIAL CORPORATION, Stoughton, Massachusetts

1994 to 1997

Superintendent

TODESCA CORPORATION, Readville, Massachusetts

1992 to 1994

Assistant Superintendent

EDUCATION

UNIVERSITY OF MASSACHUSETTS, Lowell, Massachusetts

Bachelor of Science Degree in Civil Engineering

Direct Study Senior Design Project provided a slope stability analysis of the Westford Street Landfill in Lowell with cooperation of Project Engineers

CERTIFICATIONS

OSHA 29 CFR 1910.120; 40 Hr HAZ-WOPER Training, 8Hr. Management & Supervisor Training, 10 Hr. Certification, Confined Space Entry Training, MBTA ROW Training, Amtrak ROW Training, CSX ROW Training, Keolis ROW Training

Description of work that demonstrates minimum experience requirements have been fulfilled:

Project #9-3

Project Name: _____

Start date: _____ Completion date: _____

Name and Address of Owner for Whom the Work is being done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Current E-mail: _____

Dollar Value of Contract: _____

Description of work that demonstrates minimum experience requirements have been fulfilled:

10. What project, most similar to the proposed Contract, has your present organization successfully completed? Please provide the following information:

Project #10-1:

Project Name: Huron B Sewer Separation and Surface Improvements Project

Start date: September 2013 Completion date: January 2018

Name and Address of Owner for Whom the Work was done: _____

City of Cambridge

147 Hampshire St., Cambridge MA 02139

Name of Owner's Representative (for Reference): Kathy Watkins

Owner's Representative's Current Telephone #: 617-349-4751

Current E-mail: k Watkins@cambridgema.gov

Dollar Value of Contract : \$44,073,074

Was work being done as contractor or sub-contractor? GC - General Contractor

Bidder's Name: Barletta Heavy Division, Inc.

Description of work performed that demonstrates the similarity of the project to the proposed Contract:

Separation of 25,000 lf of combined sewer; replacement of 13,500 lf of water main ranging from 4-inches to 24-inches; replacement of approximately 1600 lf of existing 40-inch, riveted steel water main with new 42-inch ductile iron pipe and two new 42-inch butterfly valves with custom fabricated steel adapters; installation of 190 manholes, 138 catch basins, 132 gate valves, 25 hydrants, 30,450 tons of hot-mix-asphalt, 17,338 square yards of concrete sidewalk, 1546 square yards of brick sidewalk, R&R 16,778 linear feet of curbing, and private inflow removal/separation at 94 individual buildings, mostly private homes.

Surface restoration included roadway reconstruction of approximately 16,500 lf of roadway, crosswalks, sidewalks and bike lane crossings conforming to the latest regulations, landscape areas, lighting and signals.

11. List all projects for which your organization has received a Notice of Intent to Award or a Notice to Proceed and that your organization expects to perform during Years 2018-2021. Rank the list according to decreasing dollar value of work to be done in Years 2018-2021. On the following "TABLE OF PROJECTED WORK LOAD", indicate the first 10 projects from that list and provide information on the name of the project, the type of project, owner of the project, dollar value of work, and the estimated completion date. Under Project No. 11 on the following TABLE, indicate the number of projects and the sum of the dollar value of work that you expect to perform in Years 2018-2021 for all the remaining projects in the list.

Bidder's Name: Barletta Heavy Division, Inc.

TABLE OF PROJECTED WORK LOAD

<u>Proj. No.</u>	<u>Name and Type of Project</u>	<u>Owner of Project</u>	<u>Dollar value of work to be done in YR 2013 2016 2018-2021</u>	<u>Estimated Completion Date of Project</u>
<u>1</u>	Design-Build project; construction of new interchange of Routes 6 and 10 (Joint Venture)	Rhode Island Department of Transportation	\$79,241,600	07/31/22
<u>2</u>	Wellington Station Carhouse Expansion	Massachusetts Bay Transportation Authority	\$71,131,048	12/31/20
<u>3</u>	Middlesex Turnpike Expansion from Bedford to Billerica MA	Massachusetts Department of Transportation	\$22,293,832	01/31/23
<u>4</u>	Red Line Test Track Construction	Massachusetts Bay Transportation Authority	\$21,269,000	06/30/19
<u>5</u>	Casey Overpass Demolition & Arborway Construction	Massachusetts Department of Transportation	\$14,427,558	12/31/18
<u>6</u>	Chelsea Creek Headworks Construction (Joint Venture)	Massachusetts Water Resources Authority	\$14,042,685	11/30/20
<u>7</u>	East Street Railroad Bridge Rehabilitation	Massachusetts Bay Transportation Authority	\$11,431,171	09/30/19
<u>8</u>	Harvard/Central Stations Accessibility Improvements	Massachusetts Bay Transportation Authority	\$7,545,994	01/31/20
<u>9</u>	Wachusett Pump Station Construction (Joint Venture)	Massachusetts Water Resources Authority	\$6,224,844	08/30/19
<u>10</u>	Downtown Crossing Station Accessibility Improvements	Massachusetts Bay Transportation Authority	\$6,140,636	07/31/18
<u>11</u>	Enter the number of remaining project>> 4		Enter cumulative dollar value of remaining projects: \$17,570,671	

Bidder's Name: Barletta Heavy Division, Inc.

STATEMENT OF BIDDER'S QUALIFICATIONS

12. Describe equipment available for the performance of this contract by setting forth make, model and year, size, number, and type for each such piece of equipment (a) owned, (b) currently rented or (c) to be rented. Bidder must set forth description of all equipment it plans to use whether rented or owned.

(a) Owned

Please see attached equipment listing and Lease Agreement.

(b) Currently Rented

(b) To Be Rented

13. Background and experience of the principal members of your organization, including the officers.

Please see attached key personnel listing.

Bidder's Name: Barletta Heavy Division, Inc.

STATEMENT OF BIDDER'S QUALIFICATIONS

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
Excavators						
	98	Caterpillar	345BC (T1)	Plmbd	04SS00946	Bridge; Demolition;
	98	Komatsu	PC750LC-6 (T1)	Plmbd, 60" Dggng Bckt	10180	Drainage; Highway;
	99	Hitachi	EX750-5 (T1)	Plmbd, (2) Bckts	17CP005229	Landscaping; Marine;
	00	Caterpillar	M320 (T1)	Plmbd, 24"-36"-60" Bckt	06WL00512	Sewer & Water
	01	Caterpillar	330B (T1)	Plmbd, Grapple, 54" Bckt	06DR04357	
	02	Volvo	EW170 (T2)	18"-42"-60" Bckts / Plmbd, Fm Filled, Railgear	3484	
	02	Komatsu	PC400LC-6 (T1)	36"/54" Bckts, JRB Cplr	A85186	
	03	Volvo	EW170 (T2)	18" 42" 60" Bckts / Plmbd	3513	
	03	Caterpillar	M322C (T2)	Plmbd / Dggng, Trnch, Clnup Bckts, Foam Filled	BDK00227	
	03	Komatsu	PC228USLC-3 (T2)	18"-42"-60" Bckts/ JRB Cplr / Swng	21515	
	02	Gradall	XL5200 (T1)	Plmbd, Dg & Cln Up Bckt	527149	
	04	Komatsu	PC308USLC-3 (T2)	24"-48" Bckts / Plmbd	20139	
	04	Komatsu	PC35MR-2	18"-36" Bckt/ Plmbd	5206	
	04	Komatsu	PC35MR-2	18"-36" Bckt/ Plmbd	6037	
	04	Gradall	XL3300 (T2)	RIGr / 30"-60" Bckts / Fm Fild Trs	210017509	
	03	Caterpillar	345BL (T2)	Plumbed	0AGS01800	
	04	Komatsu	PC308USLC-3 (T2)	Plumbed, 24"-48" Bucket	20170	
	01	Caterpillar	345BLMH (T1)	67" Mgnt / 4 Tine grapple	BFG00401	
	01	Caterpillar	345BLMH (T1)	67" Mgnt / 4 Tine grapple	APB00108	
	04	Komatsu	PC400LC-7 (T2)	36"-54" Bckts, Plmbd, Cplr	A86235	
	05	Komatsu	PC300LC-7 (T2)	24"-48"-72" Bckts	A86573	
	05	Komatsu	PC35MR-2	12"-18"-36" Bckt/ Plmbd / Railgear	6660	
	05	Caterpillar	330CL (T2)	30"-48" Bckt/Plmbd	DKY3618	
	06	Komatsu	PC78US-6 (T1)	18"-30"-48" (Swng) Bckt/Plmbd	8192	
	06	Komatsu	PC400LC-7 (T2)	36"-54" Bckts, Plmbd, Cplr, Grapple	A86815	
	06	Volvo	EW180B (T2)	18"-36"-60" Bckts, Plmbd, Fm Fl Trs	EW180BV8751701	
	06	Caterpillar	M322C (T2)	24"-36"-60" Bckts, Plmbd, Fm Fl Trs	H2E00309	
	06	Komatsu	PC35MR-2	12"-18"-36" Bckt / Plmbd	8377	

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	06	Komatsu	PC35MR-2	18"-36" Bckt / Plmbd	8365	
	06	Komatsu	PC35MR-2	12"-18"-36" Bckt / Plmbd / Railgear	8173	
	06	Komatsu	PC78US-6 (T1)	12"-18"-30"-48"(Swng)Bckt/Plmbd	8572	
	08	Komatsu	PC9	10"-14" Bckt	13529	
	10	Komatsu	PC88MR-8	24"-48" Bckts, Plmbd, Hydrlic Thmb	5469	
	11	Komatsu	PC88MR-8	24"-48" Bckts, Plmbd, Hydrlic Thmb	5637	
	11	Volvo	ECR235CL	24"-42"-60"(Swng)Bckt / Plmbd	110465	
	10	Komatsu	PC27MR-3	18"-36" Bckt / Plmbd	20542	
	12	Volvo	EW230C	24"-42"-60" Bckts, Plmbd, Foam Filled	120037	
	12	Volvo	EW210D	24"-42"-60" Bckts, Plmbd, Foam Filled	220038	
	11	Caterpillar	M322D	24"-36"-60", Wn Ry, Plmbd, Quck Lub, Foam Filled	D2W00278	
	13	Komatsu	PC138USLC-10	18"-36"-48" Swinger, Plmbd, Cplr	40281	
	14	Caterpillar	308E2 CRSB	18"-30"-48" Tilt, Plmbd	TMX01041	
	14	Caterpillar	308E2 CRSB	18"-30"-48" Tilt, Plmbd	TMX01117	
	14	Komatsu	PC138USLC-10	24"-36"-60" Swinger, Plmbd, Cplr	40499	
	14	Caterpillar	M322D	24"-36"-60", Wn Ry, Foam Filled	P2T00268	
	15	Komatsu	PC138USLC-10	18"-36"-48" Swinger, Plmbd, Cplr	40597	
	14	Komatsu	PC360LC-10	24"-48"-72", Plmbd, Cplr	A33543	
	14	Volvo	ECR305 CL	30"-42"-60" Swinger, Frnt Blade, Cplr	110458	
	14	Caterpillar	328 D L CR	24"-48"-60" Swinger, Plmbd, Cplr	RMX01001	
	15	Komatsu	PC228LC-10	18"-42"-60"Bckts/ JRB Cplr / Swng / Pmbd	1541	
	14	Gradall	XL3300 III	24"-36"-60", Mchnc Cplr, Plmbd, Frnt Bld	3300000759	
	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	50297	
	16	Komatsu	PC490LC-11	36"-54"Bckt, Cplr, Plmbd	A41440	
	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	50053	
	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	50528	
	16	Komatsu	PC35MR-5	12"-24"-36", Plmbd, Cplr	30193	
	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Thumb	30199	
	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Thumb	30210	
	16	Gradall	XL4300 V	15"-42"-60"-72" Bckt, 40" Pvmnt Rmvl Bckt	4300000117	

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
Dozers / Graders	16	Gradall	XL3300	Rail Ready Pckg, 30"-60" Bckt, Plmbd	3300000777	
	16	Gradall	XL3300 / Modified	Rail Ready Pckg, 30"-60" Bckt, Plmbd	3300000778	
	98	Caterpillar	D5M-LGP (T1)	Low Grnd Prssr, Wide Trck, Rppr.	03CR00727	Bridge; Demolition;
	98	Caterpillar	D6R XL (T1)	High Trck	09BM00653	Drainage; Highway;
	98	Caterpillar	D5M-LGP (T1)	Low Grnd Prssr, Wide Trck	06AS00262	Landscaping; Marine;
	00	JD	450H (T1)	Open Cab	TO450HX885329	Sewer & Water
	00	Caterpillar	D5C HST (T1)	Skin Cab, Hystat	05HS00830	
	01	JD	450H (T1)	Enclosed Cab	TO450HX899677	
	00	JD	450HLT (T1)	Opn Cb, Orops, Long Trck, 6 Way	884359	
	03	JD	772CH-11 (T1)	13' Mold Board / 8" Cutting Edge	DW772CH585680	
	14	Caterpillar	D6K LGP	Low Grnd Prssr, Wide Trck, Automated	RST00955	
	14	Caterpillar	D6K LGP	Low Grnd Prssr, Wide Trck, Automated	RST01206	
Loaders						
	98	Komatsu	WA500-3 (T2)	Coupler,Forks, 7 Yd. Bckt	A70230	Bridge; Demolition;
	99	Caterpillar	966G (T1)	Coupler,Forks	03SW00383	Drainage; Highway;
	00	Caterpillar	IT-62G (T1)	Broom, Bucket, Forks	0AKP00357	Landscaping; Marine;
	01	John Deere	270 (T1)	Fm Flld Trs, Quck Cplr, Erops	271310	Sewer & Water
	01	John Deere	270 (T1)	Fm Flld Trs, Quck Cplr, Erops	170533	
	03	Bobcat	T190	Frks, Bckt	519313732	
	03	Bobcat	T190	Frks, Bckt	519314562	
	04	Volvo	L120 (T2)	4.5 Yd. Bckt/Coupler/Forks	L120EV64521	
	04	Bobcat	MT52	Mini Trck w/36" Utility Bucket	523612112	
	06	Komatsu	SK820-5 (T1)	68" Bckt / 42" Frks	A40045	
	06	Bobcat	MT55	44" Bucket / 42" Width Machine	538712160	
	06	Volvo	L220E (T3)	Cplr,Frks, Mtl Hndng Arm, 7.5 Yd Bck	L220E3V4483	
	07	Komatsu	WA500-6 (T3)	Cplr,Frks, Mtl Hndng Arm, 7.5 Yd Bck	A92065	
	07	Bobcat	463 (T2)	36"Bckt, 36"Grpple, Solid Tires	538914431	
	12	Komatsu	WA380-7	4 Yd. Bckt / Forks / Mat. Hand. Arm / Cplr	10064	

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	12	Komatsu	WA380-7	4 Yd. Bckt / Frks / Mt. Hnd. Arm / Cplr / 6 Yd. Bckt	10065	
	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64393	
	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64400	
	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64436	
	15	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64528	
	15	Komatsu	WA470-7	5 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A47164	
	15	Caterpillar	938K	3.8 Yd. Bckt / 60" Forks / Cplr	SWL03692	
	14	Bobcat	MT55	36" Bckt. 35.6 Inch Width Machine	B38T11461	
	15	Bobcat	MT52	36" Bckt. 35.6 Inch Width Machine	B3BR11226	
	15	Caterpillar	272 D XHP	Fm Flld Trs. Quck Cplr, Erops	ETL00581	
	15	Caterpillar	272 D XHP	Fm Flld Trs. Quck Cplr, Erops	MD200272	
	16	Caterpillar	966M	5.25 Yd Bckt/72" Frks/Mat. Hand. Arm/Cplr	KJP01206	
	16	Komatsu	WA380-8	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A74039	
	16	Caterpillar	272 D XHP	Fm Flld Trs. Quck Cplr, Erops	MD200445	
	16	Caterpillar	226D		HRD01451	
Backhoes						
	97	Caterpillar	416C IT (T0)		01WR00920	Bridge; Demolition;
	99	JD	710D (T1)	WainRoy Coupler	T0710DJ851805	Drainage; Highway;
	00	JD	710D (T1)	WainRoy Coupler	T0710DJ883718	Landscaping; Marine;
	00	JD	710D (T1)	WainRoy Coupler	T0710DJ885314	Sewer & Water
	00	JD	710D (T1)	WainRoy Coupler	T0710DJ887073	
	12	Caterpillar	430F IT	Coupler, Plumbed, 18"-24"-48" Bckts	RG500210	
	14	Caterpillar	420F IT	Cplr, Plmbd, Hyd Angle Brm, 12"-24"-48" Bckt	JWJ02639	
Cranes						
	97	Tadano	TR500XL	50 Ton Rough Terrain	540222	Bridge; Demolition;
	98	Tadano	TR500XL	50 Ton Rough Terrain	540235	Drainage; Highway;
	99	Tadano	TR500XL	50 Ton Rough Terrain	540263	Landscaping; Marine;
	99	Manitowoc	777 / Series II (T1)	175 Ton Crvwr / 180' No. 78 Boom	777-1031	Sewer & Water
	99	Manitowoc	888 / Series II (T1)	230 Ton Crvwr/180' Boom (See Cmmt)	888-1203	

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	99	Tadano	TR500XL-3	50 Ton Rough Terrain	540264	
	99	Tadano	TR500XL-3	50 Ton Rough Terrain	540265	
	00	Manitowoc	888 / Series II (T1)	230 Ton Crlwr/180' Boom (See Crmnt)	888-1265	
	00	Mantis	10010 (T0)	50 Ton Crawler	100-130	
	01	Tadano	TR500XL-3	50 Ton Rough Terrain	540286	
	07	Manitowoc	2250 (T3)	300 Ton Crlwr/260' Boom	2250-1241	
	08	Manitowoc	999 (T3)	275 Ton Crlwr/260' Boom	999-1228	
	12	Grove	YB4409-2	9 Ton Rough Terrain	321853	
	09	Manitowoc	12000	120 Ton Crawler / 200' Boom	1200-1090	
	12	Liebherr	550 EC-H	Tower Crane w/250kw Generator	51199	
	12	Liebherr	550 EC-H	Tower Crane w/250kw Generator	51200	
Compressors						
	99	IR	H185WJD	Portable Air Compressor	295423	Bridge; Demolition;
	99	IR	H185WJD	Portable Air Compressor	295424	Drainage; Highway;
	99	IR	H185WJD	Portable Air Compressor	295661	Landscaping; Marine;
	99	IR	H185WJD	Portable Air Compressor	295668	Sewer & Water
	99	IR	H185WJD	Portable Air Compressor	296474	
	99	IR	H185WJD	Portable Air Compressor	297095	
	99	IR	H185WJD	Portable Air Compressor	297097	
	99	IR	H185WJD	Portable Air Compressor	299608	
	99	IR	H185WJD	Portable Air Compressor	299202	
	99	IR	H185WJD	Portable Air Compressor	299203	
	99	IR	H185WJD	Portable Air Compressor	299204	
	00	IR	P185WJD	Portable Air Compressor	311174	
	00	IR	P185WJD	Portable Air Compressor	308633	
	00	IR	P185WJD	Portable Air Compressor	309528	
	02	Atlas Copco	GA11-150FF	10HP, 460 VOLT		
	02	IR	P185WJD	Portable Air Compressor	330909	
	02	IR	P185WJD	Portable Air Compressor	330908	
	03	IR	P185WIR	Portable Air Compressor	337129	

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	03	IR	P185WIR	Portable Air Compressor	334724	
	04	IR	P185WJD	Portable Air Compressor	349056	
	04	IR	P185WJD	Portable Air Compressor	349106	
	01	IR	P185WJD	Portable Air Compressor	320951	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	461888UBYF05	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	461887UBYF05	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	461890UBYF05	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	460720UBYF05	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	461889UBYF05	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	461892UBYF05	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	452114UCXD75	
	14	Doosan	P-185 WJD	185 CFM Air Compressor, T4i, 48 H.P.	461734UBYF05	
Compaction	98	IR	SD-110D	Vibratory Compactor	154277	Bridge; Demolition;
	96	IR	SD-115D	Vibratory Compactor	145815	Drainage; Highway;
	97	IR	SD-115D	Vibratory Compactor	149578	Landscaping; Marine;
	99	IR	SD-110D	Vibratory Compactor	157007	Sewer & Water
	00	Wacker	BPU3345	Reverse Plate Compactor	1227026	
	00	Wacker	DPU6055	Reverse Plate Compactor	1221482	
	00	Wacker	VP 1550AW	Small Plate Compactor	5052493	
	00	Wacker	RT 820	Sheepsfoot Remote Control Cmpct	5209130	
	01	Wacker	DPU6055	Reverse Plate Compactor	1303161	
	01	IR	SD 110D	Vibratory Compactor	157429	
	02	Caterpillar	CB224C (T1)	Asphalt Roller, Erops, 48" Dual Drms	3AL1098	
	03	Dynapac	CC 622	Asphalt Roller	63120627	
	04	Wacker	DPU6055	Reverse Plate Compactor	1456282	
	04	Amman	AR 65	Double Drum Roller	118731	
	04	MBW	AP2000SH	Small Plate Compactor	1585556	
	04	Wacker	DPU6055	Reverse Plate Compactor	1533477	
	04	Wacker	DPU6055	Reverse Plate Compactor	1533459	

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	05	Wacker	DPU6055	Reverse Plate Compactor	1571462	
	05	Wacker	DPU6055	Reverse Plate Compactor	732304089044	
	05	Wacker	DPU6055	Reverse Plate Compactor	1570081	
	05	Wacker	DPU6055	Reverse Plate Compactor	1571456	
	05	Wacker	DPU6055	Reverse Plate Compactor	1570055	
	99	Mikasa	MVH-502DS	Reverse Plate Compactor	G1190	
	05	MBW	AP2000SH	Small Plate Compactor	1587442	
	05	MBW	AP2000SH	Small Plate Compactor	1587050	
	06	MBW	AP2000SH	Small Plate Compactor	2060298	
		Wacker	DPU6055	Reverse Plate Compactor	No Markings	
	07	Wacker	RT 820	Sheepsfoot Remote Control Cmpct	5718370	
	07	MBW	AP2000SH	Small Plate Compactor	2062801	
	08	Dynapac	LP 6500	26" Width / Walk Behind Roller	16503775	
	11	Dynapac	LF75A	Small Plate Compactor	27608057	
	11	Dynapac	LF75A	Small Plate Compactor		
	13	NPK	C8C	Plate Compactor Attachment / PC228 / 308	1N9222	
	13	NPK	C8C	Plate Compactor Attachment / PC228 / 308	1N9223	
	13	NPK	C8C	Plate Compactor Attachment / PC228 / 308	1N9224	
	13	CP	MV90	Small Plate Compactor	BGF030250	
	13	CP	MV90	Small Plate Compactor	BGF030254	
	13	CP	MV90	Small Plate Compactor	BGF029150	
	14	Wacker	DPU6555	Reverse Plate Compactor	10290848	
	14	Wacker	DPU6555	Reverse Plate Compactor	10309927	
	14	Wacker	DPU6555	Reverse Plate Compactor	10303343	
	14	Wacker	DPU6555	Reverse Plate Compactor	10371644	
	14	Wacker	DPU6555	Reverse Plate Compactor	10371640	
	14	Wacker	DPU6555	Reverse Plate Compactor	10331121	
	14	Wacker	RT820	Sheepsfoot Remote Control Cmpct	20264179	
	14	Wacker	RD7H-ES	Walk Behind Pavement Roller	20208588	
	14	Bomag	BW124DH-40	Single Drum Vib Roller / 48" Width	861832131014	

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	14	Volvo	SD75	Single Drum Vib Roller / 66" Width	240093	
	15	Wacker	DPU3050H	Reverse Plate Compactor	10409893	
	15	Wacker	WP1550AW	Small Plate Compactor		
	15	Wacker	DPU6555	Reverse Plate Compactor	10448198	
	15	Wacker	DPU6555	Reverse Plate Compactor	10448204	
	15	Wacker	DPU6555	Reverse Plate Compactor	10481526	
	15	Wacker	DPU6555	Reverse Plate Compactor	10481527	
	15	Wacker	WP1550AW	Small Plate Compactor	30101911	
	15	Wacker	WP1550AW	Small Plate Compactor	30101054	
	15	Wacker	WP1550AW	Small Plate Compactor		
	15	Wacker	WP1550AW	Small Plate Compactor		
	15	Wacker	RT820	Sheepsfoot Remote Control Cmpct	24259266	
	14	Wacker	RT820	Sheepsfoot Remote Control Cmpct	20236665	
	15	Wacker	DPU6555	Reverse Plate Compactor	10483644	
	15	Wacker	DPU6555	Reverse Plate Compactor	10481523	
	15	Wacker	DPU6555	Reverse Plate Compactor	10483645	
	15	Wacker	DPU6555	Reverse Plate Compactor	10483643	
	14	Wacker	DPU6555	Reverse Plate Compactor	10371643	
	16	Wacker	WP1550AW	Small Plate Compactor	10561471	
	16	Wacker	WP1550AW	Small Plate Compactor	10561472	
	15	Caterpillar	CS56B	Vibratory Compactor, 84" Drum Width	L8H01027	
	16	Wacker	RD16-90	Ride-On Asphalt Roller	24318867	
	15	Caterpillar	CS56B	Vibratory Compactor, 84" Drum Width	L8H01050	
	15	Caterpillar	CS56B	Vibratory Compactor, 84" Drum Width	L8H01005	
Lulls/Lifts						
	00	Terex	TB60	60' Boomlift	630078	Bridge; Demolition;
	00	Lull	1044C-54	10,000 LB / 54' Bm / Bckt	00AB21P19939	Drainage; Highway;
	01	Grove	A60J	60' Articulated Boom Lift	257113	Landscaping; Marine;
	02	Cat	TH103 (T1)	44' Tlndlr, 1.3 Cubic Yd Bckt	3PN02704	Sewer & Water

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
		Cat	T80D (T0)	8000 LB Fork Truck	1622	
	98	Cat	TH103 (T1)	4X4, Diesel, Orops, 10K Lb. Lift	3PN00704	
	95	Skyjack	8231	4X4, Dual Fuel, 31' Lift	36069	
	01	Grove	A60J	60' Articulated Boom Lift	257114	
	97	Genie	Z-34/22 IC	4'x2', 34' Boom Lift, Dual Fuel	237	
	97	Grove	SM2632E	Electrc Scssr Lift, 32" Width, 26'	41696	
	97	Grove	SM2632E	Electrc Scssr Lift, 32" Width, 26'	41692	
	94	Grove	SM2232E	Electrc Scssr Lift, 32" Width, 22'	33205	
	95	Genie	Z-45/25	4'x2', 45' Boom Lift, Dual Fuel	2437	
	97	Terex	TB85	85' Boom Lift	7874	
	04	Skyjack	9250	Dual Fuel, 56' Lift	51341	
	04	Snorkel	TB60	60' Boomlift	SP04015	
	00	Terex	T20N	20' Electric Scissor Lift	1320332	
	00	Terex	T20N	20' Electric Scissor Lift	26744	
		Clark	GCS25MB	Fork Truck	G138MB-0423-5521FA	
	01	Terex	T20N	20' Electric Scissor Lift	1320329	
		Nissan		5,000 Lb. Capacity	9H6764	
		Hyster	H80XM	10,000 Lb. Capacity	K005D03085X	
	16	JLG	E300AJP	30' Electric Articulating Boom Lift	0300223841	
	16	JLG	E300AJP	30' Electric Articulating Boom Lift	0300224927	
	16	JLG	1930ES	19' Electric Scissor Lift	M200005948	
	16	JLG	1930ES	19' Electric Scissor Lift	M200005952	
	16	JLG	1930ES	19' Electric Scissor Lift	M200006185	
	16	JLG	1930ES	19' Electric Scissor Lift	M200006190	
	15	Caterpillar	1055	4 X 4', Diesel, Mat. Handling Arm., Frks, Bckt.	ML500243	
Rock Trucks						
	97	Volvo	A35C (T1)	6 X 6, Articulated, Tailgate	60165	Bridge: Demolition;
	97	Volvo	A35C (T1)	6 X 6, Articulated, Tailgate	60033	Drainage: Highway;
	95	Volvo	A35C (T1)	6 X 6, Articulated	3115	Landscaping: Marine;
	97	Cat	D350E (T1)	6 X 6, Articulated	09LR00352	Sewer & Water

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
H20 Trucks	97	Cat	D350E (T1)	6 X 6, Articulated	09LR00356	
	93	International	9000	4K Gallon	1HTSHPCRXP523139	Bridge; Demolition;
	90	Kenworth	T600	4K Gallon	2XKADB9X8LM543273	Drainage; Highway;
	95	International	8200	4K Gallon	1HSHGALR2SH207824	Landscaping; Marine;
	03	Chevrolet	C7500	2K Gallon	1GBK7E1C43F519620	Sewer & Water
Misc. Trucks	99	Putzmeister	BSF43	Concrete Pump	PUMP S/N# 2199060746	Bridge; Demolition;
	99	Mack	IMR 688s	Truck / Chassis (900284)	1M2K197C3XM014337	Drainage; Highway;
	01	Ford	F750	W/rail Gear & Liftgate (026916)	3FDXF75R21MA16675	Landscaping; Marine;
	08	Ford	F450	9' Rckbody w/Pintle (535908)	1FDXF47R58EA65848	Sewer & Water
	08	Ford	F750	6 Wheel Dump Truck (309516)	3FRWF75S08V634278	
	09	Kubota	RTV900T6-H	Utility Vehicle w/Aux Valve	99495	
	05	Ford	F650	Rack Truck (295934) / 25' Deck Length	3FRNF65N95V112759	
	10	Kubota	RTV900T9-H	Utility Vehicle w/Auxiliary Valve	A3389	
	10	Kubota	RTV900T9-H	Utility Vehicle w/Auxiliary Valve	A3400	
	10	Kubota	RTV900T9-H	Utility Vehicle w/Auxiliary Valve, Snw Plw	A3379	
	97	International	IHC/BUS	School Bus	1HVBABABN6VH465614	
	10	Kubota	RTV900T9-H	Utility Vehicle	A1933	
	12	Kenworth	T370	Fuel Truck w/2,700 Gallon Tank (184807)	2NKHNN7X8BM292707	
	13	Ford	F450	12' Dsl Rk Bdy w/Litgt & Pntle Hk (996995)	1FDUF4HT2DEB89647	
	13	Ford	F450	12' Rk Bdy / Dsl / Pintle Hook (112798)	1FDUF4HT6DEB89862	
Traffic Trucks	15	Ford	F450	3/4 Dump Body (019540)	1FDTF4HT5FED19127	
	15	Freightliner	M2106	Sweeper / Auto Lube (401347)	1FVACXCX3FHGM7239	
	16	Trackless	MT-6	Utility Municipal Tractor	MT6-1939	
	16	Ford	F450	3/4 Dump Body (390826)	1FDTF4HT5GEC32734	
	08	International	4300	Attntr Trck, DI Mn Bskts, Cmra, Arnw Brd	1HTMMAANX8H57771	Bridge; Demo; Highway;
	08	International	4300	Attntr Trck, DI Mn Bskts, Cmra, Arnw Brd	1HTMMAAN38H577742	Drainage; Sewer&Wtr;

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	04	International	4300	Cone Trck, DI Mh Bskts, Cmra	1HTMMAAN44H671462	Landscaping
Mechanic Trucks						
	99	Ford	F650	800118	3FEWX65H3YMA00582	Bridge; Demolition;
	00	Ford	F350	Site Truck	1FDSF34L7YEC67762	Drainage; Highway;
	00	Ford	F350	Site Truck	1FDSF34L7YEC67756	Landscaping; Marine;
	00	Ford	F650	901326	3FDWX65H7YMA49255	Sewer & Water
	01	Ford	F650	Site Truck (716836)	3FDNF65H21MA11307	
	05	Ford	F750	964484	3FRXX75W55V150199	
	05	Ford	F750	964483	3FRXX75W85V150200	
	14	Peterbilt	337	401345 / Body # FF467	2NP2HJ7X6FM297614	
	14	Peterbilt	337	401346 / Body # FF468	2NP2HJ7X8FM297615	
Flatbeds						
	92	Wabash	Flat	48' Spring Ride, Sliding Tandem	1JJF4827XNL182486	Bridge; Demolition;
	11	Manac	Single Drop Deck	48' x 102" Air Ride, Closed Tandem	5MC212628BP011896	Drainage; Highway;
	11	Manac	Single Drop Deck	48' x 102" Air Ride, Closed Tandem	5MC21262XBP011897	Landscaping; Marine;
	11	Manac	Single Drop Deck	48' x 102" Air Ride, Closed Tandem	5MC212621BP011898	Sewer & Water
	11	Fontaine	Flat	48' x 102" Air Ride, Closed Tandem	13N1482C7D1557241	
	11	Fontaine	Flat	48' x 102" Air Ride, Closed Tandem	13N1482C9D1557242	
	11	Fontaine	Flat	48' x 102" Air Ride, Closed Tandem	13N1482C0D1557243	
	11	Fontaine	Flat	48' x 102" Air Ride, Closed Tandem	13N1482C2D1557244	
	11	Fontaine	Flat	48' x 102" Air Ride, Closed Tandem	13N1482C4D1557245	
	11	Fontaine	Flat	48' x 102" Air Ride, Closed Tandem	13N1482C6D1557246	
Misc. Trailers						
	03	Curry	Custom	Skid Mounted CaCl Dist Tnk	200368	Bridge; Demolition;
	02	Shpbilt	Custom	Lube Tag Trailer	20021824206A	Drainage; Highway;
	03	Econoline	BP121TE	7 Ton Tlt Dck, 25' L, 8' W, 14K GWW	42ETPKG2731000630	Landscaping; Marine;
	03	Curry	Custom	Skid Mounted CaCl Dist Tnk		Sewer & Water
	03	Felling	FT-14T-D00	7 Ton / 8' x 22' Tilt / Hyd. Stop Valve	5FTTE222231020084	
	05	Talbert	Utility	25 Ton Tag Trailer W/Ramps	40FR0353252024577	

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	08	Felling	FT-14T	7 Ton / 8' x 22' Tilt / Hyd. Stop Valve	5FTTE222591032674	
	11	Trailer	Utility	Tag Trailer / 14,000 LB. GVW	4P5F82029B1162244	
	15	Talbert	Utility	25 Ton Tag Trailer w/Ramps	40FR03538F2034290	
	15	Edco	CST275PL	Tg Trlr for Wlk Bhnd Saw w/ water tanks	5JVBT0614F1003174	
Landscaping						
	04	Finn	T-90 Series II	Hydroseeder	SD2963	Bridge; Drainage;
	03	Rain 4 Rent	Custom	10K Gal Enclosed Roll-Off Tank		Highway; Landscaping;
	03	Curry	Custom	3,125 Gal Poly Tank		Sewer & Water
	03	Curry	Custom	3,125 Gal Poly Tank		
	98	Custom	10T322EDLP	Tag Trailer w/Filtration System	1KX261864X1003378	
	14	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand	5AJWS1422EB402930	
	16	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand	5AJWS1421GB602555	
	16	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand / 1602798	5AJWS1425GB602798	
	14	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand	5AJWS1420EB408077	
	15	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand	5AJWS1423FB501757	
	16	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand / 1602556	5AJWS1423GB602556	
	16	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand	5AJWS1427GB602558	
	16	Magnum	Utility	H2O Tg Trlr, 500 Gl, Spray Bars / Wand	5AJWS1428GB602553	
	99	Nordberg	RD-40	Screen-All	167 386	
	04	Ditchwitch	410SXD	Vibratory Plow	4Y0289	
		Ditchwitch	Model 1030	Portable Trencher		
	02	CarMate	Trailer	6 x12 Landscape Trailer	5A3U612S62L003529	
	13	Sure-Trac	Utility	Landscape Trailer	5JW2U162XD1076928	
	14	Wright Trailer	Utility	Landscape Trailer / 7,000 LB. GVW	1S9TS142XE1132054	
Light Plants						
		Specialty		w/6 kw generator	99.2.6865.657	Bridge; Demolition;
		Specialty	BTK64MH	w/6 kw generator	99.2.6870.8725	Drainage; Highway;
			Tour Model	w/6 kw generator	99.3.6933.XAO158	Landscaping; Marine;
	99	IR	L-6	w/6 kw generator	305753	Sewer & Water
	99	IR	L-6	w/6 kw generator	305752	

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	99	IR	L-6	w/6 kw generator	305304	
	99	IR	L-6	w/6 kw generator	305301	
	01	IR	L-6	w/6 kw generator	316943	
	02	IR	L-6	w/6 kw generator	333571	
	02	IR	L-6	w/6 kw generator	333573	
	02	IR	L-6	w/6 kw generator	333574	
	04	IR	L-6	w/6 kw generator	349749	
	04	IR	L-6	w/6 kw generator	349750	
	04	IR	L-6	w/6 kw generator	339407	
	04	IR	L-6	w/6 kw generator	339262	
	04	IR	L-6	w/6 kw generator	339402	
	04	IR	L-6	w/6 kw generator	339406	
	04	IR	L-6	w/6 kw generator	339404	
	12	Doosan	LS-60HZ-T4F	w/6 kw generator	440500	
	12	Doosan	LS-60HZ-T4F	w/6 kw generator	440502	
	12	Doosan	LS-60HZ-T4F	w/6 kw generator	440503	
	12	Doosan	LS-60HZ-T4F	w/6 kw generator	440504	
	12	Doosan	LS-60HZ-T4F	w/6 kw generator	440505	
	12	Doosan	LS-60HZ-T4F	w/6 kw generator	440506D92	
	12	Doosan	LS-60HZ-T4F	w/6 kw generator	440507	
	14	Doosan	L-20	w/20 kw generator	465808	
	15	Doosan	LS-60HZ-T4F	w/6 kw generator	469746	
	15	Doosan	LS-60HZ-T4F	w/6 kw generator	469747	
	15	Doosan	LS-60HZ-T4F	w/6 kw generator	469749	
	15	Doosan	LS-60HZ-T4F	w/6 kw generator	470932	
	15	Doosan	LS-60HZ-T4F	w/6 kw generator	470933	
	15	Doosan	LS-60HZ-T4F	w/6 kw generator	470934	
	16	Doosan	LS-60HZ-T4F	w/6 kw generator	473501	
	16	Doosan	LS-60HZ-T4F	w/6 kw generator	473503	
	16	Doosan	LS-60HZ-T4F	w/6 kw generator	473505	

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TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	16	Doosan	LS-60HZ-T4F	w/6 kw generator	473506	
Welders/Gens						
		Winco		5000 watt		Bridge; Demolition;
	99	Wacker	5.6G	5600 watt	5097786	Drainage; Highway;
	99	IR	E75XWJD	240 Gallon Fuel Capacity	306721UKJ783	Landscaping; Marine;
	00	IR	E50XWCU	63kw towable	311135	Sewer & Water
	02	Wacker	5.6G	5600 watt	5295376	
	02	Wacker	5.6G	5600 watt	5337752	
	02	IR	G170		1004680	
	02	IR	G170		1004865	
	03	Wacker	5.6G	5600 watt	5361285	
	03	Wacker	5.6G	5600 watt	5363597	
	04	Wacker	5.6G	5600 watt	5477575	
	04	Wacker	5.6G	5600 watt	5477574	
	04	Wacker	5.6G	5600 watt	5469618	
	04	Wacker	5.6G	5600 watt	5458722	
	04	Wacker	5.6G	5600 watt	5469626	
	05	Wacker	5.6G	5600 watt	5538393	
	05	Wacker	5.6G	5600 watt	5538392	
	05	Wacker	5.6G	5600 watt	5623837	
	07	Wacker	5.6G	5600 watt	5719200	
	07	Wacker	5.6G	5600 watt	5705075	
	08	Wacker	GP6600A	6600 watt	5818655	
	08	Wacker	5.6G	5600 watt	5808338	
	08	Wacker	5.6G	5600 watt	5777729	
	08	Wacker	5.6G	5600 watt	5770847	
	10	Wanco	LR60EL		51055556	
	10	Wanco	LR60EL		71055563	
	10	IR	G70WJD	70 KVA / 58 KW	412650UCUD63	
	11	IR	G90WJD	90 KVA / 75 KW	425307UDVC24	

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	12	Wacker	5.6G	5600 watt / no wheel kit / mounted 11.192	20089446	
	12	MITM	GEN6000YDE	6000 watt	40068686	
	12	Wacker	5.6G	5600 watt	20075328	
	14	Wacker	5.6G	5600 watt	20210230	
	14	Wacker	5.6G	5600 watt	20227217	
	14	Wacker	5.6G	5600 watt	20210226	
	14	Wacker	5.6G	5600 watt	20253043	
	14	Wacker	5.6G	5600 watt	20270982	
	14	Wacker	5.6G	5600 watt	20270983	
	14	Wacker	5.6G	5600 watt	20270986	
	14	Wacker	5.6G	5600 watt	20270984	
	14	Wacker	5.6G	5600 watt	20270985	
	17	Wacker	9700	9700 watt	2434418	
Marine						
	10	Deckelman	Custom	21' Aluminum Work Skiff	LFD00013C010/MS3953AX	Bridge; Demolition;
	87	Wahoo	Center Console	150 H.P. Outboard / 96 / Yamaha	WHOO1026G687	Drainage; Highway;
	16	Scully	Aluminum Workboat	20' Aluminum Work Skiff, Yamaha 150, 4 Strk		Landscaping; Marine;
	16	Scully	Aluminum Workboat	20' Aluminum Work Skiff, Yamaha 150, 4 Strk		Sewer & Water
	17	Magic Tilt	TCA2260W	Boat Trailer	1M5BA2227H1E26243	
	17	Magic Tilt	TCA2260W	Boat Trailer	1M5BA2220H1E25158	
	10	Load	Boat	Boat Trailer	5A4CU3P12A2051073	
Misc.Equip.						
	97	Nordberg	CV150D	Screen/2 Deck/50-60 H.P./Diesel	627	Bridge; Demolition;
		ICE	4450	ICE 4450 Vibro driver/extractor	4450s/n565, 570s/n224, 126s/n192	Drainage; Highway;
	97	Nordberg	CV150D	Screen/2 Deck/50-60 H.P./Diesel	655	Landscaping; Marine;
		John Deere		Add-A-Boot / CAT 330 Use	BASTM2950737	Sewer & Water
	00	Asphalt Zppr	AZ 480	48" asphalt mill	109FS1017YU021128	
		Dmnd. Prdct.	APCC313H18	18" Walk Behind Saw	1266421	
		WorkAreaPr	SB-15	Arrowboard	05002648	

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
		Amida	OWAPB16RH3	Power Buggy / 2,500 Lb Capacity	0008-66504	
		Amida	OWAPB16RH3	Power Buggy / 2,500 Lb Capacity	0008-66505	
	03	Highland	500 Gallon	Dual Wall, W/Meter System	N451969	
		Core-cut	1800	18" Walk-Behind Concrete Saw	1266191	
	04	Add-A-Boot		8' Stick / PC400		
	04	Core-cut	CC1820H-S	18" Walk Behind Saw	1275166	
	05	Core-cut	CC1820H-S	18" Walk Behind Saw	1276664	
	06	Ver-Mac	PCMS-121QS	Message Board	2S9US412X6S132524	
	06	Ver-Mac	PCMS-121QS	Arrowboard	2S9US21136S132232	
	06	Ver-Mac	PCMS-121QS	Message Board	2S9US41286S132523	
	06	Dryair	2100-0900	900,000 BTU Heater	20812	
	12	Core-cut	CC1820HXL	18" Walk Behind Saw		
	13	Ver-Mac	ST-4815	Arrowboard	2S9US2114DS132558	
	13	Ver-Mac	ST-4815	Arrowboard	2S9US2116DS132559	
	13	Ver-Mac	ST-4815	Arrowboard	2S9US2112DS132560	
	13	Dmnd. Prdct.	DPCC6566-30	30" Walk Behind Saw	147057	
	13	Ver-Mac	ST-4815	Arrowboard	2S9US1117DS132046	
	14	Ver-Mac	PCMS-548	Message Board	2S9US2117ES132040	
	97	Dawson	HPH 1200	Hydlic Hmrr, Power Unit Dawson HAD-020R	1276 (Pwr Unit) 1030 (Hmrr)	
	15	Dmnd. Prdct.	DPCC6566-26	26" Walk Behind Saw	148964	
	15	Dmnd. Prdct.	DPCC1820HXL-20S	18" Walk Behind Saw	147245	
	15	Dmnd. Prdct.	DPCC1820HXL-20S	18" Walk Behind Saw	147555	
	16	Dmnd. Prdct.	DPCC1820HXL-20S	18" Walk Behind Saw	154062	
Screening						
		Metso	ST272	Screening Plant	77309	
Demo						
	04	Genesis	GMS1400R	Set-up: Komatsu PC750 (1.024)	1400014R	Bridge; Demolition;
		Caterpillar	B3F-F	Grapple: Set up - PC400	201-8022 (7CW00226)	Drainage; Highway;
	04	Kent	KF9QT	Set-up: JD710 / PC78	3438	Landscaping; Marine;

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	04	Kent	KF4	Set-up: Komatsu PC35	7986	Sewer & Water
	99	NPK	E220	Set-up: CAT 330	60659	
	03	Kent	KF27QT	Set-up: PC228 or PW220	21515	
	99	NPK	8XA	Set-up: CAT 318 / 320 / 322	63235	
	00	Indeco	MES 1500	Set-up: JD710	0150	
	00	NPK	8XA	Set-up: CAT 318 / 320 / 322	58748	
	00	BTI/Teledyne	TB1680X	Set-up: CAT 330 or Komatsu PC300	230-1088	
	01	BTI/Teledyne	TB2080X	Set-up: Komatsu PC400	3101072	
	04	Kent	KF22QT	Set-up: Volvo EW170 / PC200	3470	
	04	Kent	KF35QT	Set-up: Komatsu PC308	2202	
	04	Genesis	XP1000R	Set-up: CAT 345BL (1.012)	1000331R	
	04	Genesis	XP1500R	Set-up: Hitachi EX750 (1.027)	1500305R	
	02	Indeco	MES 351	Set-up: Bobcat		
	05	Genesis	XP1000R	Set-up: CAT 345BL (1.051)	1000338R	
	05	Kent	KF4	Set-up: Komatsu PC35	8878	
	05	Kent	KF6	Set-up: JD710 / PC78	6138	
	06	Kent	KF4	Set-up: Komatsu PC35	9318	
	06	IR	HB680	Set-up: Bobcat MT55	A00W00548	
	08	Rammer	S27	Set-up: Gradall XL300	27AAA1198	
		La Bounty	CP80	Set-up: CAT 330	574	
	14	Caterpillar	H65E	Set-up: CAT 308 E2 CRSB	3X800445	
	15	Rammer	BR1533	Set-up: Komatsu PC138	1533B0398	
	15	Rammer	BR1533	Set-up: Komatsu PC138	1533B0399	
	12	NPK	GH-12	Set-up: CAT 328D L CR	100387	
	15	Caterpillar	PC306B	Set-up: CAT 272 D XHP / Cold Planer	PC T00842	
	15	Rammer	BR1655	Set-up: Komatsu PC138	1655A0074	
	16	Indeco	HP 13001	Set-up: Komatsu PC400	2280	
Traffic Board						
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1013E1005061	Bridge; Demolition;
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1015E1005062	Drainage; Highway;

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1017E1005063	Landscaping; Marine;
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1019E1005084	Sewer & Water
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1010E1005065	
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1012E1005066	
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1014E1005067	
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1016E1005068	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1619E1005058	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1610E1005059	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1617E1005060	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1616E1005289	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1612E1005290	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1614E1005291	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1616E1005292	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1618E1005293	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S161XE1005294	
	14	Wanco	WTMMB-A	Message Board, Fil Mtrx, 15 Amp Bttry Chrg	5F12S1611E1005295	
	14	Wanco	WTMMB-A	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1018E1005296	
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S101XE1005297	
	14	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1016G1009849	
	17	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1012G1009850	
	17	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1014G1009851	
	17	Wanco	WTSP55-LSA	Arrowboard, 15 Amp On Brd Battery Chgr	5F11S1016G1009852	
	13	Addco		Arrowboard w/Charger	4SEPR1017DM4SE014	
	13	Addco		Arrowboard w/Charger	4SEPR1019DM4SE015	
	13	Addco		Arrowboard w/Charger	4SEPR1012DM4SE020	
	13	Addco		Arrowboard w/Charger / Serial # 800936	4SEPR1014DM4SE021	
	13	Addco		Message Board w/Modem / Serial # 591863	4SEPN1613DM4SE031	
	13	Addco		Message Board w/Modem	4SEPN1615DM4SE032	
	13	Addco		Message Board	4SEPN1617DM4SE033	
	13	Addco		Message Board / Serial # 591866	4SEPN1619DM4SE034	

All equipment listed is leased. Agreement attached.

TYPE	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	PREQUALIFICATION CATEGORIES
	13	Addco		Message Board / Serial # 591867	4SEPN1610DM4SE035	
Grnd Heater						
	15	Wacker	E3000	Ttr Mntd w/Cmmns Onan Gen / 24224042	5XFCS1521FN000457	
	15	Wacker	E1250	Ttr Mntd w/Cmmns Onan Gen / 24249655	5XFCS101XFN002853	
	15	Wacker	E1250	Ttr Mntd w/Cmmns Onan Gen / 24241579	5XFCS1017FN002017	
Camera Trlrs						
		Oxblue		Trailer Mounted, Fixed Image, Solar Pwr, 4G		Bridge; Demolition;
		Oxblue		Skid Mounted, Fixed Image, Solar Pwr, 4G		Drainage; Highway;
		Oxblue		Trailer Mounted, Fixed Image, Solar Pwr, 4G		Landscaping; Marine;
		Oxblue		Trailer Mounted, Fixed Image, Solar Pwr, 4G		Sewer & Water
	16	Oxblue		Trailer Mounted, Live Video, Fixed Image, 4G	1A9AS0257G22228034	
	16	Oxblue		Trailer Mounted, Live Video, Fixed Image, 4G	1A9AS0259G22228035	
	16	Oxblue		Trailer Mounted, Live Video, Fixed Image, 4G	1A9AS0250G22228036	
	16	Oxblue		Trailer Mounted, Live Video, Fixed Image, 4G	1A9AS0252G22228037	
	16	Oxblue		Trailer Mounted, Live Video, Fixed Image, 4G	1A9AS0254G22228038	
		EarthCam		Trailer Mounted, Live Video, Fixed Image, 4G	MTCAM00000510024	
		EarthCam		Pole Mounted, Live Video, Fixed Image, Wifi		
		EarthCam		Pole Mounted, Live Video, Fixed Image, Wifi		
	16	Oxblue		Trailer Mounted, Live Video, Fixed Image, 4G		

Osprey Equipment Corp.,
Master Equipment Rental Contract

NAME OF LESSEE:	Barletta Heavy Division, Inc.	hereinafter called the Lessee
ADDRESS:	40 Shawmut Road-Suite 200	
CITY:	Canton	STATE: MA
TELEPHONE:	(781) 737-1700	ZIP CODE: 02021

Osprey Equipment Corp., hereinafter called the Lessor, agrees to rent to the Lessee for use at various project within the Commonwealth of Massachusetts or at such other locations as may be approved by Lessor in writing, various item of machinery and/or equipment owned/provided by Lessor to Lessee from time to time, upon the terms and conditions hereinafter stated. Lessor may refuse or decline to rent any and all such equipment to Lessee at any time, and the decision to provide and continue to provide any equipment to Lessee pursuant to this agreement is subject to Lessor's sole discretion and business judgment. Lessee acknowledges that Lessor has no continuing obligation to provide Lessee any equipment for rental hereunder.

The rent for the equipment rented to Lessee shall be at the Lessor's standard rental rates, as they may be changed from time to time by notice to the Lessee, which notice shall be effective when given.

The rental rates for each item/piece of equipment are per hour, week or month as indicated, and shall be payable immediately upon submittal of an invoice by Lessor. Unless otherwise specified on each separate occasion, such rental rates are bare rentals exclusive of all fuel, insurance costs, maintenance/repair costs and other costs, expenses. The Lessee agrees that the daily rental rate is based on eight (8) hours in any one day, a weekly rental rate is based on no more than five (5) eight (8) hour days in any one week, and a monthly rental rate is based on not more than twenty (20) eight (8) hour days in any one thirty-(30) consecutive day period. Any greater usage shall be billable at the hourly rental rate for such item of equipment.

ADDITIONAL TERMS:

The cost of all repairs and maintenance due to operation of the equipment shall be borne by Lessee. Lessor shall be responsible for maintaining physical damage insurance insuring said equipment

All transportation charges from point of delivery to destination and return charges to the point of delivery are to be paid by the Lessee. The Lessor reserves the right to assign its interest in this agreement without Lessee's consent and the Lessee agrees that such assignee may succeed to and be entitled to exercise all of the rights of the Lessor. Such assignee's rights shall be free from all defenses, offsets, set off, recoupments, or counter claims which Lessee may be entitled to assert against Lessor. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this agreement.

The Lessor is not the manufacturer of the equipment or the agent of said manufacturer. The Lessor makes no warranties either express or implied, including without limitation any warranty of merchantability or fitness for any particular purpose, with respect to the equipment unless endorsed herein in writing. Lessor does not undertake any responsibility with respect to the ordering, manufacturing, purchase, delivery, assembly, installation, testing, operation or servicing of the equipment. If, in the good faith opinion of Lessor, there should be any material discrepancy between the equipment as described herein and the equipment as delivered or the equipment should fail to comply with any warranty endorsed herein, then Lessor shall at its option within 30 days after the Lessee gives written notice of such discrepancy or noncompliance (a) correct such discrepancy or noncompliance either on site or at Lessor's place of business, (b) replace the equipment, or (c) terminate this rental agreement. Lessor shall have no obligation hereunder unless such discrepancy or noncompliance is of a type which reasonable inspection and testing by the Lessee would not have revealed within three days of Lessee's receipt of the equipment, nor unless Lessee shall have given Lessor written notice of such discrepancy or noncompliance within ten (10) days after discovery thereof. In case of termination of this rental agreement by the Lessor as a result of such discrepancy or noncompliance, Lessee shall be liable for rent through the date of termination together with transportation charges for the return of said equipment to Lessor's place of business or such other location as Lessor may specify within sixty (60) miles of where the equipment was delivered. In no event shall Lessor be liable to Lessee, nor shall Lessee have any right of set-off or recoupment, for any loss, damage, or expense (including, without limitation, any incidental or consequential damages) of any kind caused or related to the use, inability to use, or attempted use of said equipment or any failure, defect or noncompliance in or with the equipment or any replacement parts, or any action or inaction or performance or nonperformance by the Lessor

hereof or in connection with the transaction contemplated hereby. The foregoing exclusion of liability shall apply regardless of whether such liability is asserted to arise from breach of contract, negligence, strict products liability, or other tort or breach of legal duty.

The receipt and acceptance by the Lessee of said equipment shall constitute acknowledgment that said property has been accepted, that said property has been examined, operated under ordinary working conditions, and found in good condition and repair and fit for use unless the Lessee makes claim to the contrary to the Lessor by registered mail with return receipt requested within three (3) days after receipt of said equipment.

This agreement is subject to the Standard Terms and Conditions attached hereto and made a part hereof, including but not limited to the applicable warranties herein. This agreement and said Standard Terms and Conditions together constitute the entire agreement between the parties. The Lessor's obligation to perform under this agreement is conditioned on the Lessee's compliance with the terms hereof.

Except as provided above, this agreement cannot be canceled or terminated by Lessee. Lessee hereby agrees that its obligation to pay all rent and other amounts payable hereunder and to perform all of its duties with respect hereto shall be absolute and unconditional under any and all circumstances and that it shall so pay and perform without abatement or reduction for any reason, including without limitation any actual or alleged present or future claim or right of setoff or recoupment that the Lessee may have against the Lessor or against the supplier, manufacturer or dealer of the equipment.

Lessee agrees that the obligations undertaken herein by Lessee are for the purpose of furthering Lessee's income producing business or activity. This rental agreement is for immediate acceptance by the Lessee, but although so accepted does not constitute a contract until same is approved by an authorized representative of the Lessor and is subject to change or withdrawal until so approved. Lessor represents that it clearly understands this agreement and has read and agrees to be bound by the conditions stated in this agreement.

Lessor shall provide full insurance coverage for the actual value of all rented equipment. Lessee is responsible for any and all deductibles per item per claim, or any uninsured loss.

LESSEE:
BARLETTA HEAVY DIVISION, INC.

LESSOR:
OSPREY EQUIPMENT CORP.

By: [Signature]
Being hereunto duly authorized
Date: 5/14/2004

By: [Signature]
Being hereunto duly authorized
Date: 5/14/2004

BARLETTA - Key Personnel Experience

January 2018

<u>NAME</u>	<u>POSITION</u>	<u>YEARS</u>	<u>CATEGORIES OF WORK PERFORMED</u>
Vincent Barletta	President, Clerk, Treasurer	25	Corporate Command and Control.
Michael Foley	Vice President	30	Corporate Level Project Oversight on Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Thomas Day	Director of Estimating	23	Prepare Bids for Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Howard Goldberg, P.E.	Design-Build Project Manager	44	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Stephen Thurber	Project Scheduler	35	Scheduling for Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Christopher Lowman	Project Manager	30	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Michael Landry	Project Manager	30	Building, Bridge, Demolition, Marine, Road, Sitework
Gary Orlando	Project Manager	27	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Kevin Huie	Project Manager	23	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
William Kearns	Quality Control Manager	23	QA/QC-NETTCP on Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Terry Cassidy	Project Manager	21	Building, Bridge, Demolition, Marine, Road, Sitework
James Fitzpatrick	Project Manager	19	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Daniel McGathey, P.E.	Mechanical Project Manager	18	Design-Build, Building, Marine, Sitework
Mark Shamp	Project Manager	14	Building, Bridge, Demolition, Road, Sitework
Daniel Deacon	Project Manager	11	Design-Build, Building, Bridge, Demolition, Road, Sitework
Dennis Ferriera	Superintendent	35	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Michael Barr	Superintendent	34	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Michael Ferreira	Superintendent	29	Design-Build, Building, Bridge, Demolition, Road, Sitework
Scott Miles	Superintendent	19	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
John Muirhead	Superintendent	30	Building, Bridge, Demolition, Marine, Road, Sitework
Thomas Russo	Superintendent	25	Building, Bridge, Demolition, Marine, Road, Sitework
Brian McInney	Superintendent	24	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Michael DiBlasi	Superintendent	19	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
Kyle Grindle	Superintendent	17	Building, Bridge, Demolition, Marine, Road, Sitework
Benjamin Niles	Safety Director	23	OSHA and DOT Certified Manager, Supervisor and Instructor; Emergency Medical Technician
Barry Sullivan	Chief Field Engineer	40	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework
John Meyers	Field Engineer Party Chief	26	Design-Build, Building, Bridge, Demolition, Marine, Road, Sitework

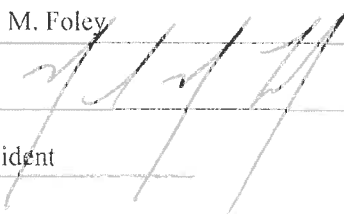
14. Give below the name and address of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

Name of Bank	Address	Telephone #
Eastern Bank	10 Cordage Park Circle, Suite 231 Plymouth MA 02360	
Cate Adams, Vice President, Commercial Banking		
		617-984-8034 office / 339-309-9905 cell

15. Federal Identification No. and Dun and Bradstreet No.

04-3423193	82-986-1306
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16. Name, Signature, and Title of officer preparing this proposal.

Name	Michael M. Foley
Signature	
Title	Vice President

Bidder's Name: Barletta Heavy Division, Inc.

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Somerville in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Canton MA this Seventh day of February, 20 18

Michael M. Foley, Vice President
(Signature)

Tel. No. 781-821-6222

BY Michael M. Foley

Title Vice President

State of Massachusetts)

County of Norfolk)

Michael M. Foley, being duly sworn,

deposes and says that he/~~she~~ is Vice President of

Barletta Heavy Division, Inc.

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

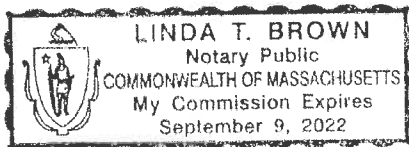
Subscribed and sworn to before me this Seventh day of February, 20 18

Linda T. Brown

Linda T. Brown

(Notary Public)

My commission expires on September 9, 20 22



- END OF STATEMENT OF BIDDER'S QUALIFICATIONS -

Bidder's Name: Barletta Heavy Division, Inc.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

February 7, 20 18

I, Michael M. Foley, Vice President
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
Barletta Heavy Division, Inc. on the Somerville Ave Utilities Project
(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 [Signature]
Title Vice President

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:													
Employer's Signature:		Title:		Contract No:		Work Week Ending:													
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet Number													
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions															
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A)	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)	
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.									All Other Hours

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES ☐ NO ☐

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards.

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.



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

CHARLES D. RAKER
Governor

KARIN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary
WILLIAM D. MCKINNEY
Director

Awarding Authority: City of Somerville

Contract Number: IFB 18-24

City/Town: SOMERVILLE

Description of Work: Upgrades to current infrastructure system, including installation of storm water box culverts, new water mains, new sewer mains, cleaning and lining of existing combined sewer mains

Job Location: Somerville Avenue

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentices Standards (DLS/DAS). Apprentices must keep his/her apprentices identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dots/pw>.

- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Issue Date: 12/12/2017

Wage Request Number: 20171212-054

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction (2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 1	12/01/2017	\$38.25	\$7.70	\$14.75	\$0.00	\$60.70
	06/01/2018	\$39.20	\$7.70	\$14.75	\$0.00	\$61.65
	12/01/2018	\$40.15	\$7.70	\$14.75	\$0.00	\$62.60
	06/01/2019	\$41.15	\$7.70	\$14.75	\$0.00	\$63.60
	12/01/2019	\$42.15	\$7.70	\$14.75	\$0.00	\$64.60
	06/01/2020	\$43.14	\$7.70	\$14.75	\$0.00	\$65.59
	12/01/2020	\$44.12	\$7.70	\$14.75	\$0.00	\$66.57
	06/01/2021	\$45.14	\$7.70	\$14.75	\$0.00	\$67.59
	12/01/2021	\$46.15	\$7.70	\$14.75	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER LABORERS - ZONE 1	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
	06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
	12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
	06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
	12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
	06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
	12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 12/12/2017

Wage Request Number: 20171212-054

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
	06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
	12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
	06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
	12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
	06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
	12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10
For apprentice rates see "Apprentice-LABORER"						
BLOCK PAVER RAMMER / CURB SETTER LABORERS - ZONE 1	12/01/2017	\$38.25	\$7.70	\$14.75	\$0.00	\$60.70
	06/01/2018	\$39.20	\$7.70	\$14.75	\$0.00	\$61.65
	12/01/2018	\$40.15	\$7.70	\$14.75	\$0.00	\$62.60
	06/01/2019	\$41.15	\$7.70	\$14.75	\$0.00	\$63.60
	12/01/2019	\$42.15	\$7.70	\$14.75	\$0.00	\$64.60
	06/01/2020	\$43.14	\$7.70	\$14.75	\$0.00	\$65.59
	12/01/2020	\$44.12	\$7.70	\$14.75	\$0.00	\$66.57
	06/01/2021	\$45.14	\$7.70	\$14.75	\$0.00	\$67.59
	12/01/2021	\$46.15	\$7.70	\$14.75	\$0.00	\$68.60
For apprentice rates see "Apprentice-LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (BOSTON)	08/01/2017	\$52.06	\$10.75	\$19.35	\$0.00	\$82.16
	02/01/2018	\$52.74	\$10.75	\$19.35	\$0.00	\$82.84
	08/01/2018	\$54.09	\$10.75	\$19.48	\$0.00	\$84.32
	02/01/2019	\$54.73	\$10.75	\$19.48	\$0.00	\$84.96
	08/01/2019	\$56.08	\$10.75	\$19.62	\$0.00	\$86.45
	02/01/2020	\$56.72	\$10.75	\$19.62	\$0.00	\$87.09
	08/01/2020	\$58.07	\$10.75	\$19.77	\$0.00	\$88.59
	02/01/2021	\$58.71	\$10.75	\$19.77	\$0.00	\$89.23
	08/01/2021	\$60.11	\$10.75	\$19.93	\$0.00	\$90.79
	02/01/2022	\$60.70	\$10.75	\$19.93	\$0.00	\$91.38

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Boston

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$10.75	\$19.35	\$0.00	\$56.13
2	60	\$31.24	\$10.75	\$19.35	\$0.00	\$61.34
3	70	\$36.44	\$10.75	\$19.35	\$0.00	\$66.54
4	80	\$41.65	\$10.75	\$19.35	\$0.00	\$71.75
5	90	\$46.85	\$10.75	\$19.35	\$0.00	\$76.95

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.37	\$10.75	\$19.35	\$0.00	\$56.47
2	60	\$31.64	\$10.75	\$19.35	\$0.00	\$61.74
3	70	\$36.92	\$10.75	\$19.35	\$0.00	\$67.02
4	80	\$42.19	\$10.75	\$19.35	\$0.00	\$72.29
5	90	\$47.47	\$10.75	\$19.35	\$0.00	\$77.57

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
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For apprentice rates see "Apprentice-LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
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For apprentice rates see "Apprentice-LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
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For apprentice rates see "Apprentice-LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 1	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
	06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
	12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
	06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
	12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
	06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
	12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10

For apprentice rates see "Apprentice - LABORER"

CARPENTER CARPENTERS - ZONE 1 (Metro Boston)						
Apprentice - CARPENTER - Zone 1 Metro Boston Effective Date - 09/01/2017	Step	percent	Apprentice Base Wage	Health	Pension	Total Rate
	1	50	\$23.22	\$9.90	\$17.73	\$50.85
	2	60	\$27.86	\$9.90	\$17.73	\$55.49
	3	70	\$32.50	\$9.90	\$17.73	\$59.13
	4	75	\$34.82	\$9.90	\$17.73	\$62.45
	5	80	\$37.14	\$9.90	\$17.73	\$65.77
	6	80	\$37.14	\$9.90	\$17.73	\$65.77
	7	90	\$41.79	\$9.90	\$17.73	\$69.42
	8	90	\$41.79	\$9.90	\$17.73	\$69.42

Apprentice - CARPENTER - Zone 1 Metro Boston

Apprentice to Journeyworker Ratio:1:5	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$23.22	\$9.90	\$17.73	\$0.00	\$50.85
	2	60	\$27.86	\$9.90	\$17.73	\$0.00	\$55.49
	3	70	\$32.50	\$9.90	\$17.73	\$0.00	\$59.13
	4	75	\$34.82	\$9.90	\$17.73	\$0.00	\$62.45
	5	80	\$37.14	\$9.90	\$17.73	\$0.00	\$65.77
	6	80	\$37.14	\$9.90	\$17.73	\$0.00	\$65.77
	7	90	\$41.79	\$9.90	\$17.73	\$0.00	\$69.42
	8	90	\$41.79	\$9.90	\$17.73	\$0.00	\$69.42

Effective Date - 03/01/2018

Apprentice to Journeyworker Ratio:1:5	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$23.77	\$9.90	\$17.73	\$0.00	\$51.40
	2	60	\$28.52	\$9.90	\$17.73	\$0.00	\$56.15
	3	70	\$33.28	\$9.90	\$17.73	\$0.00	\$60.90
	4	75	\$35.66	\$9.90	\$17.73	\$0.00	\$63.29
	5	80	\$38.03	\$9.90	\$17.73	\$0.00	\$65.69
	6	80	\$38.03	\$9.90	\$17.73	\$0.00	\$65.69
	7	90	\$42.79	\$9.90	\$17.73	\$0.00	\$70.42
	8	90	\$42.79	\$9.90	\$17.73	\$0.00	\$70.42

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (BOSTON)	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	07/01/2017	\$47.40	\$12.20	\$19.41	\$1.30	\$80.31
	01/01/2018	\$48.17	\$12.20	\$19.41	\$1.30	\$81.08
	07/01/2018	\$49.56	\$12.20	\$19.41	\$1.30	\$82.47
	01/01/2019	\$50.30	\$12.20	\$19.41	\$1.30	\$83.21
	07/01/2019	\$51.69	\$12.20	\$19.41	\$1.30	\$84.60
	01/01/2020	\$52.44	\$12.20	\$19.41	\$1.30	\$85.35

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)

Effective Date - 07/01/2017

Apprentice to Journeyworker Ratio:1:3	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$23.70	\$12.20	\$12.41	\$0.00	\$48.31
	2	60	\$28.44	\$12.20	\$14.41	\$1.30	\$56.35
	3	65	\$30.81	\$12.20	\$15.41	\$1.30	\$59.72
	4	70	\$33.18	\$12.20	\$16.41	\$1.30	\$63.09
	5	75	\$35.55	\$12.20	\$17.41	\$1.30	\$66.46
	6	80	\$37.92	\$12.20	\$18.41	\$1.30	\$69.83
	7	90	\$42.66	\$12.20	\$19.41	\$1.30	\$75.57

Effective Date - 01/01/2018

Apprentice to Journeyworker Ratio:1:3	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$24.09	\$12.20	\$12.41	\$0.00	\$48.70
	2	60	\$28.90	\$12.20	\$14.41	\$1.30	\$56.81
	3	65	\$31.31	\$12.20	\$15.41	\$1.30	\$60.22
	4	70	\$33.72	\$12.20	\$16.41	\$1.30	\$63.63
	5	75	\$36.13	\$12.20	\$17.41	\$1.30	\$67.04
	6	80	\$38.54	\$12.20	\$18.41	\$1.30	\$70.45
	7	90	\$43.35	\$12.20	\$19.41	\$1.30	\$76.26

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 1	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
	06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
	12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
	06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
	12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
	06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
	12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10

For apprentice rates see "Apprentice - LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice - OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 1	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGESTANKS

Effective Date - Step	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2017					
1 50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2 55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3 60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4 65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5 70	\$35.99	\$7.85	\$4.11	\$0.00	\$47.95
6 75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7 80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8 90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
	06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
	12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
	06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
	06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
	12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
	12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 1	12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
	06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
	12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
	06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
	12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTERS/SAWYER LABORERS - ZONE 1	12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
	06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
	12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
	12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
	06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
	12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
	06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
	12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
	06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
	12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
	06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$61.98	\$9.90	\$21.15	\$0.00	\$93.03
	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$66.41	\$9.90	\$21.15	\$0.00	\$97.46
	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83

For apprentice rates see "Apprentice- PILE DRIVER"

DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46

For apprentice rates see "Apprentice- ELECTRICIAN"

ELECTRICIAN ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46

Classification

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
2	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
3	45	\$22.18	\$13.00	\$1.39	\$0.00	\$48.57
4	45	\$22.18	\$13.00	\$1.39	\$0.00	\$48.57
5	50	\$24.64	\$13.00	\$1.76	\$0.00	\$51.40
6	55	\$27.10	\$13.00	\$1.12	\$0.00	\$54.22
7	60	\$29.57	\$13.00	\$1.50	\$0.00	\$57.07
8	65	\$32.03	\$13.00	\$1.87	\$0.00	\$59.90
9	70	\$34.50	\$13.00	\$1.25	\$0.00	\$62.75
10	75	\$36.96	\$13.00	\$1.62	\$0.00	\$65.58

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
2	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
3	45	\$22.57	\$13.00	\$1.61	\$0.00	\$49.18
4	45	\$22.57	\$13.00	\$1.61	\$0.00	\$49.18
5	50	\$25.08	\$13.00	\$1.99	\$0.00	\$52.07
6	55	\$27.58	\$13.00	\$1.38	\$0.00	\$54.96
7	60	\$30.09	\$13.00	\$1.76	\$0.00	\$60.75
8	65	\$32.60	\$13.00	\$1.15	\$0.00	\$63.64
9	70	\$35.11	\$13.00	\$1.53	\$0.00	\$66.54
10	75	\$37.61	\$13.00	\$1.93	\$0.00	\$69.44

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65 70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85
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Classification

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR
LABORERS - ZONE 1

12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10

For apprentice rates see "Apprentice - LABORER"

FIELD ENG. INST. PERSON-BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 4

11/01/2017	\$42.88	\$10.00	\$15.25	\$0.00	\$68.13
05/01/2018	\$43.59	\$10.00	\$15.25	\$0.00	\$68.84

For apprentice rates see "Apprentice - OPERATING ENGINEERS"

FIELD ENG. PARTY CHIEF-BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 4

11/01/2017	\$44.34	\$10.00	\$15.25	\$0.00	\$69.59
05/01/2018	\$45.06	\$10.00	\$15.25	\$0.00	\$70.31

For apprentice rates see "Apprentice - OPERATING ENGINEERS"

FIELD ENG. ROD PERSON-BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 4

11/01/2017	\$22.83	\$10.00	\$15.25	\$0.00	\$48.08
05/01/2018	\$23.26	\$10.00	\$15.25	\$0.00	\$48.51

For apprentice rates see "Apprentice - OPERATING ENGINEERS"

FIRE ALARM INSTALLER
ELECTRICIANS LOCAL 103

09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46

For apprentice rates see "Apprentice - ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE
/ COMMISSIONING ELECTRICIANS
LOCAL 103

09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38

For apprentice rates see "Apprentice - TELECOMMUNICATIONS TECHNICIAN"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$38.57	\$10.50	\$15.50	\$0.00	\$64.57
FLAGGER & SIGNALER LABORERS - ZONE I						
	12/01/2017	\$21.50	\$7.70	\$14.75	\$0.00	\$43.95
	06/01/2018	\$21.50	\$7.70	\$14.75	\$0.00	\$43.95
	12/01/2018	\$22.50	\$7.70	\$14.75	\$0.00	\$44.95
	06/01/2019	\$22.50	\$7.70	\$14.75	\$0.00	\$44.95
	12/01/2019	\$23.50	\$7.70	\$14.75	\$0.00	\$45.95
	06/01/2020	\$23.50	\$7.70	\$14.75	\$0.00	\$45.95
	12/01/2020	\$24.50	\$7.70	\$14.75	\$0.00	\$46.95
	06/01/2021	\$24.50	\$7.70	\$14.75	\$0.00	\$46.95
	12/01/2021	\$24.50	\$7.70	\$14.75	\$0.00	\$46.95
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
03/01/2016	1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
	2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
	3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
	4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
	5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
	6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
	7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
	8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE I)	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 35 Zone I Effective Date - 01/01/2017						
	1	50	\$23.35	\$7.85	\$0.00	\$31.20
	2	55	\$25.69	\$7.85	\$0.00	\$33.20
	3	60	\$28.02	\$7.85	\$0.00	\$39.86
	4	65	\$30.36	\$7.85	\$0.00	\$42.53
	5	70	\$32.69	\$7.85	\$0.00	\$44.65
	6	75	\$35.03	\$7.85	\$0.00	\$57.32
	7	80	\$37.36	\$7.85	\$0.00	\$59.98
	8	90	\$42.03	\$7.85	\$0.00	\$65.32

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/Cranes/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2017	1	55	\$25.65	\$10.50	\$0.00	\$0.00	\$36.15
	2	60	\$27.98	\$10.50	\$15.50	\$0.00	\$53.98
	3	65	\$30.31	\$10.50	\$15.50	\$0.00	\$56.31
	4	70	\$32.64	\$10.50	\$15.50	\$0.00	\$58.64
	5	75	\$34.97	\$10.50	\$15.50	\$0.00	\$60.97
	6	80	\$37.30	\$10.50	\$15.50	\$0.00	\$63.30
	7	85	\$39.64	\$10.50	\$15.50	\$0.00	\$65.64
	8	90	\$41.97	\$10.50	\$15.50	\$0.00	\$67.97

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - 4 For apprentice rates see "Apprentice- SHEET METAL WORKER"	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - 4	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER - SHEET METAL WORKER						
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER)	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	12/01/2017	\$38.25	\$7.70	\$14.75	\$0.00	\$60.70
LABORERS- ZONE 1						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC	06/01/2018	\$39.20	\$7.70	\$14.75	\$0.00	\$61.65
PIPEFITTERS	12/01/2018	\$40.15	\$7.70	\$14.75	\$0.00	\$62.60
LABORERS	06/01/2019	\$41.15	\$7.70	\$14.75	\$0.00	\$63.60
DRILLS	12/01/2019	\$42.15	\$7.70	\$14.75	\$0.00	\$64.60
LABORERS	06/01/2020	\$43.14	\$7.70	\$14.75	\$0.00	\$65.59
DRILLS	12/01/2020	\$44.12	\$7.70	\$14.75	\$0.00	\$66.57
LABORERS	06/01/2021	\$45.14	\$7.70	\$14.75	\$0.00	\$67.59
DRILLS	12/01/2021	\$46.15	\$7.70	\$14.75	\$0.00	\$68.60
INSULATOR (PIPES & TANKS)						
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
HEAT & FROST INSULATION LOCAL 6 (BOSTON)	09/01/2018	\$48.34	\$11.75	\$14.20	\$0.00	\$75.29
INSULATOR	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79
ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston						
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS INSULATOR	09/01/2017	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
LABORER	12/01/2017	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
LABORER	12/01/2018	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
LABORER	12/01/2019	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12
IRONWORKER/WELDER						
For apprentice rates see "Apprentice- LABORER"						
IRONWORKER/WELDER	09/01/2018	\$24.67	\$11.75	\$10.45	\$0.00	\$46.87
IRONWORKERS LOCAL 7 (BOSTON AREA)	12/01/2018	\$29.60	\$11.75	\$11.20	\$0.00	\$52.55
IRONWORKERS	12/01/2019	\$34.54	\$11.75	\$11.95	\$0.00	\$58.24
IRONWORKERS	12/01/2020	\$39.47	\$11.75	\$12.70	\$0.00	\$63.92
Notes:						
Steps are 1 year						
Apprentice to Journeyworker Ratio:1:4						
IRONWORKER/WELDER	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30
IRONWORKERS LOCAL 7 (BOSTON AREA)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER - Local 7 Boston						
For apprentice rates see "Apprentice- LABORER"						
IRONWORKER	03/16/2017	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44
IRONWORKERS	12/01/2017	\$31.26	\$7.80	\$20.85	\$0.00	\$59.91
IRONWORKERS	12/01/2018	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14
IRONWORKERS	12/01/2019	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37
IRONWORKERS	12/01/2020	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60
IRONWORKERS	12/01/2021	\$40.19	\$7.80	\$20.85	\$0.00	\$68.84
Notes:						
** Structural 1:6; Ornamental 1:4						
Apprentice to Journeyworker Ratio:1:4						
JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
LABORERS- ZONE 1	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
LABORERS	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
LABORERS	12/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
LABORERS	12/01/2020	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
LABORERS	12/01/2021	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
LABORERS	12/01/2022	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
LABORERS	12/01/2023	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
LABORERS	12/01/2024	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10
Notes:						
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2017	\$37.50	\$7.70	\$14.75	\$0.00	\$59.95
LABORERS- ZONE 1	06/01/2018	\$38.45	\$7.70	\$14.75	\$0.00	\$60.90
LABORERS	12/01/2018	\$39.40	\$7.70	\$14.75	\$0.00	\$61.85
LABORERS	12/01/2019	\$40.40	\$7.70	\$14.75	\$0.00	\$62.85
LABORERS	12/01/2020	\$41.40	\$7.70	\$14.75	\$0.00	\$63.85
LABORERS	12/01/2021	\$42.39	\$7.70	\$14.75	\$0.00	\$64.84
LABORERS	12/01/2022	\$43.37	\$7.70	\$14.75	\$0.00	\$65.82
LABORERS	12/01/2023	\$44.39	\$7.70	\$14.75	\$0.00	\$66.84
LABORERS	12/01/2024	\$45.40	\$7.70	\$14.75	\$0.00	\$67.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER - Zone 1						
Effective Date - 12/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.50	\$7.70	\$14.75	\$0.00	\$44.95
2	70	\$26.25	\$7.70	\$14.75	\$0.00	\$48.70
3	80	\$30.00	\$7.70	\$14.75	\$0.00	\$52.45
4	90	\$33.75	\$7.70	\$14.75	\$0.00	\$56.20
Effective Date - 06/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.07	\$7.70	\$14.75	\$0.00	\$45.52
2	70	\$26.92	\$7.70	\$14.75	\$0.00	\$49.37
3	80	\$30.76	\$7.70	\$14.75	\$0.00	\$53.21
4	90	\$34.61	\$7.70	\$14.75	\$0.00	\$57.06
Notes:						
Apprentice to Journeyworker Ratio:1:5						
LABORER: CARPENTER TENDER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER						
LABORERS - ZONE 1						
		12/01/2017	\$37.75	\$7.70	\$14.75	\$60.20
		06/01/2018	\$38.70	\$7.70	\$14.75	\$61.15
		12/01/2018	\$39.65	\$7.70	\$14.75	\$62.10
		06/01/2019	\$40.65	\$7.70	\$14.75	\$63.10
		12/01/2019	\$41.65	\$7.70	\$14.75	\$64.10
		06/01/2020	\$42.64	\$7.70	\$14.75	\$65.09
		12/01/2020	\$43.62	\$7.70	\$14.75	\$66.07
		06/01/2021	\$44.64	\$7.70	\$14.75	\$67.09
		12/01/2021	\$45.65	\$7.70	\$14.75	\$68.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER						
LABORERS - ZONE 1						
		12/01/2017	\$37.50	\$7.70	\$14.75	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: LASER BEAM OPERATOR						
LABORERS - ZONE 1						
		12/01/2017	\$37.75	\$7.70	\$14.75	\$60.20
		06/01/2018	\$38.70	\$7.70	\$14.75	\$61.15
		12/01/2018	\$39.65	\$7.70	\$14.75	\$62.10
		06/01/2019	\$40.65	\$7.70	\$14.75	\$63.10
		12/01/2019	\$41.65	\$7.70	\$14.75	\$64.10
		06/01/2020	\$42.64	\$7.70	\$14.75	\$65.09
		12/01/2020	\$43.62	\$7.70	\$14.75	\$66.07
		06/01/2021	\$44.64	\$7.70	\$14.75	\$67.09
		12/01/2021	\$45.65	\$7.70	\$14.75	\$68.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2017	\$39.82	\$10.75	\$17.80	\$0.00	\$68.37
	02/01/2018	\$40.36	\$10.75	\$17.80	\$0.00	\$68.91
	08/01/2018	\$41.44	\$10.75	\$17.93	\$0.00	\$70.12
	02/01/2019	\$41.95	\$10.75	\$17.93	\$0.00	\$70.63
	08/01/2019	\$43.03	\$10.75	\$18.07	\$0.00	\$71.85
	02/01/2020	\$43.54	\$10.75	\$18.07	\$0.00	\$72.36
	08/01/2020	\$44.62	\$10.75	\$18.22	\$0.00	\$73.59
	02/01/2021	\$45.13	\$10.75	\$18.22	\$0.00	\$74.10
	08/01/2021	\$46.25	\$10.75	\$18.38	\$0.00	\$75.38
	02/01/2022	\$46.72	\$10.75	\$18.38	\$0.00	\$75.85

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile						
Effective Date - 08/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$10.75	\$17.80	\$0.00	\$48.46
2	60	\$23.89	\$10.75	\$17.80	\$0.00	\$52.44
3	70	\$27.87	\$10.75	\$17.80	\$0.00	\$56.42
4	80	\$31.86	\$10.75	\$17.80	\$0.00	\$60.41
5	90	\$35.84	\$10.75	\$17.80	\$0.00	\$64.39

Effective Date - 02/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.18	\$10.75	\$17.80	\$0.00	\$48.73
2	60	\$24.22	\$10.75	\$17.80	\$0.00	\$52.77
3	70	\$28.25	\$10.75	\$17.80	\$0.00	\$56.80
4	80	\$32.29	\$10.75	\$17.80	\$0.00	\$60.84
5	90	\$36.32	\$10.75	\$17.80	\$0.00	\$64.87

Apprentice to Journeyworker Ratio:1:3						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE						
	08/01/2017	\$52.10	\$10.75	\$19.35	\$0.00	\$82.20
	02/01/2018	\$52.78	\$10.75	\$19.35	\$0.00	\$82.88
	08/01/2018	\$54.13	\$10.75	\$19.48	\$0.00	\$84.36
	02/01/2019	\$54.75	\$10.75	\$19.48	\$0.00	\$84.98
	08/01/2019	\$56.10	\$10.75	\$19.62	\$0.00	\$86.47
	02/01/2020	\$56.73	\$10.75	\$19.62	\$0.00	\$87.10
	08/01/2020	\$58.08	\$10.75	\$19.77	\$0.00	\$88.60
	02/01/2021	\$58.72	\$10.75	\$19.77	\$0.00	\$89.24
	08/01/2021	\$60.12	\$10.75	\$19.93	\$0.00	\$90.80
	02/01/2022	\$60.69	\$10.75	\$19.93	\$0.00	\$91.37

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Effective Date - 08/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.05	\$10.75	\$19.35	\$0.00	\$56.15
2	60	\$31.26	\$10.75	\$19.35	\$0.00	\$61.36
3	70	\$36.47	\$10.75	\$19.35	\$0.00	\$66.57
4	80	\$41.68	\$10.75	\$19.35	\$0.00	\$71.78
5	90	\$46.89	\$10.75	\$19.35	\$0.00	\$76.99

Effective Date - 02/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.39	\$10.75	\$19.35	\$0.00	\$56.49
2	60	\$31.67	\$10.75	\$19.35	\$0.00	\$61.77
3	70	\$36.95	\$10.75	\$19.35	\$0.00	\$67.05
4	80	\$42.22	\$10.75	\$19.35	\$0.00	\$72.32
5	90	\$47.50	\$10.75	\$19.35	\$0.00	\$77.60

Apprentice to Journeyworker Ratio:1:5						
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice-OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice-OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) MILLWRIGHTS LOCAL 1121 - Zone 1						
	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
	10/01/2017	\$39.52	\$9.90	\$18.50	\$0.00	\$67.92
	04/01/2018	\$40.42	\$9.90	\$18.50	\$0.00	\$68.82
	10/01/2018	\$41.32	\$9.90	\$18.50	\$0.00	\$69.72
	04/01/2019	\$42.22	\$9.90	\$18.50	\$0.00	\$70.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 1						
Effective Date - 10/01/2017	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment
	1	55	\$21.74	\$9.90	\$5.31	\$0.00
	2	65	\$25.69	\$9.90	\$15.13	\$0.00
	3	75	\$29.64	\$9.90	\$16.10	\$0.00
	4	85	\$33.59	\$9.90	\$17.06	\$0.00
Effective Date - 04/01/2018						
	1	55	\$22.23	\$9.90	\$5.31	\$0.00
	2	65	\$26.27	\$9.90	\$15.13	\$0.00
	3	75	\$30.32	\$9.90	\$16.10	\$0.00
	4	85	\$34.36	\$9.90	\$17.06	\$0.00
Notes:						
Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:5						
MORTAR MIXER						
LABORERS - ZONE 1						
	12/01/2017		\$37.75	\$7.70	\$14.75	\$0.00
	06/01/2018		\$38.70	\$7.70	\$14.75	\$0.00
	12/01/2018		\$39.65	\$7.70	\$14.75	\$0.00
	06/01/2019		\$40.65	\$7.70	\$14.75	\$0.00
	12/01/2019		\$41.65	\$7.70	\$14.75	\$0.00
	06/01/2020		\$42.64	\$7.70	\$14.75	\$0.00
	12/01/2020		\$43.62	\$7.70	\$14.75	\$0.00
	06/01/2021		\$44.64	\$7.70	\$14.75	\$0.00
	12/01/2021		\$45.65	\$7.70	\$14.75	\$0.00
For apprentice rates see "Apprentice-LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)						
	12/01/2017		\$23.24	\$10.50	\$15.50	\$0.00
For apprentice rates see "Apprentice-OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)						
	12/01/2017		\$27.40	\$10.50	\$15.50	\$0.00
For apprentice rates see "Apprentice-OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II						
	12/01/2017		\$46.17	\$10.50	\$15.50	\$0.00
For apprentice rates see "Apprentice-OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)						
	01/01/2017		\$51.41	\$7.85	\$16.10	\$0.00
PAINTERS LOCAL 35 - ZONE 1						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 - BRIDGESTANKS						
Effective Date - 01/01/2017	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment
	1	50	\$25.71	\$7.85	\$0.00	\$33.56
	2	55	\$28.28	\$7.85	\$3.66	\$39.79
	3	60	\$30.85	\$7.85	\$3.99	\$42.69
	4	65	\$33.42	\$7.85	\$4.32	\$45.59
	5	70	\$35.99	\$7.85	\$14.11	\$57.95
	6	75	\$38.56	\$7.85	\$14.44	\$60.85
	7	80	\$41.13	\$7.85	\$14.77	\$63.75
	8	90	\$46.27	\$7.85	\$15.44	\$69.56
Notes:						
Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
PAINTER (SPRAY OR SANDBLAST, NEW) *						
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$48.10	\$7.85	\$16.10	\$0.00
\$72.05						
Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New						
Effective Date - 01/01/2017	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment
	1	50	\$24.05	\$7.85	\$0.00	\$31.90
	2	55	\$26.46	\$7.85	\$3.66	\$37.97
	3	60	\$28.86	\$7.85	\$3.99	\$40.70
	4	65	\$31.27	\$7.85	\$4.32	\$43.44
	5	70	\$33.67	\$7.85	\$14.11	\$55.63
	6	75	\$36.08	\$7.85	\$14.44	\$58.37
	7	80	\$38.48	\$7.85	\$14.77	\$61.10
	8	90	\$43.29	\$7.85	\$15.44	\$66.58
Notes:						
Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
PAINTER (SPRAY OR SANDBLAST, REPAINT)						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16.10	\$0.00
\$70.11						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017		\$46.16	\$7.85	\$16	

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	\$23.08	\$7.85	\$0.00	\$0.00	\$30.93	
2	55	\$25.39	\$7.85	\$3.66	\$0.00	\$36.90	
3	60	\$27.70	\$7.85	\$3.99	\$0.00	\$39.54	
4	65	\$30.00	\$7.85	\$4.32	\$0.00	\$42.17	
5	70	\$32.31	\$7.85	\$4.11	\$0.00	\$44.27	
6	75	\$34.62	\$7.85	\$4.44	\$0.00	\$46.91	
7	80	\$36.93	\$7.85	\$4.77	\$0.00	\$49.55	
8	90	\$41.54	\$7.85	\$15.44	\$0.00	\$64.83	

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)							
PAINTERS LOCAL 35 - ZONE 1							
		12/01/2017	\$37.50	\$7.70	\$14.75	\$0.00	\$59.95
		06/01/2018	\$38.45	\$7.70	\$14.75	\$0.00	\$60.90
		12/01/2018	\$39.40	\$7.70	\$14.75	\$0.00	\$61.85
		06/01/2019	\$40.40	\$7.70	\$14.75	\$0.00	\$62.85
		12/01/2019	\$41.40	\$7.70	\$14.75	\$0.00	\$63.85
		06/01/2020	\$42.39	\$7.70	\$14.75	\$0.00	\$64.84
		12/01/2020	\$43.37	\$7.70	\$14.75	\$0.00	\$65.82
		06/01/2021	\$44.39	\$7.70	\$14.75	\$0.00	\$66.84
		12/01/2021	\$45.40	\$7.70	\$14.75	\$0.00	\$67.85

For Apprentice rates see "Apprentice-LABORER"

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1

Issue Date: 12/12/2017

Wage Request Number: 20171212-054

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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	\$23.35	\$7.85	\$0.00	\$0.00	\$31.20	
2	55	\$25.69	\$7.85	\$3.66	\$0.00	\$37.20	
3	60	\$28.02	\$7.85	\$3.99	\$0.00	\$39.86	
4	65	\$30.36	\$7.85	\$4.32	\$0.00	\$42.53	
5	70	\$32.69	\$7.85	\$4.11	\$0.00	\$44.65	
6	75	\$35.03	\$7.85	\$4.44	\$0.00	\$47.32	
7	80	\$37.36	\$7.85	\$4.77	\$0.00	\$49.98	
8	90	\$42.03	\$7.85	\$15.44	\$0.00	\$65.32	

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)							
PAINTERS LOCAL 35 - ZONE 1							
		01/01/2017	\$44.76	\$7.85	\$16.10	\$0.00	\$68.71

Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$22.38	\$7.85	\$0.00	\$0.00	\$30.23	
2	55	\$24.62	\$7.85	\$3.66	\$0.00	\$36.13	
3	60	\$26.86	\$7.85	\$3.99	\$0.00	\$38.70	
4	65	\$29.09	\$7.85	\$4.32	\$0.00	\$41.26	
5	70	\$31.33	\$7.85	\$4.11	\$0.00	\$43.29	
6	75	\$33.57	\$7.85	\$4.44	\$0.00	\$45.86	
7	80	\$35.81	\$7.85	\$4.77	\$0.00	\$48.43	
8	90	\$40.28	\$7.85	\$15.44	\$0.00	\$63.57	

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER							
TEAMSTERS-JOINT COUNCIL NO. 10 ZONE A							
		12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)							
		08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
		08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
		08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER							
PILE DRIVER LOCAL 36 (ZONE 1)							
		08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
		08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
		08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Issue Date: 12/12/2017

Wage Request Number: 20171212-054

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone I						
Effective Date -	08/01/2017					
Step percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1 50		\$22.14	\$9.90	\$21.15	\$0.00	\$53.19
2 60		\$26.56	\$9.90	\$21.15	\$0.00	\$57.61
3 70		\$30.99	\$9.90	\$21.15	\$0.00	\$62.04
4 75		\$33.20	\$9.90	\$21.15	\$0.00	\$64.25
5 80		\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
6 80		\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
7 90		\$39.84	\$9.90	\$21.15	\$0.00	\$70.89
8 90		\$39.84	\$9.90	\$21.15	\$0.00	\$70.89
Effective Date - 08/01/2018						
Step percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1 50		\$23.29	\$9.90	\$21.15	\$0.00	\$54.34
2 60		\$27.94	\$9.90	\$21.15	\$0.00	\$58.99
3 70		\$32.60	\$9.90	\$21.15	\$0.00	\$63.65
4 75		\$34.93	\$9.90	\$21.15	\$0.00	\$65.98
5 80		\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
6 80		\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
7 90		\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
8 90		\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
Notes:						
Apprentice to Journeyworker Ratio:1:5						
PIPEFITTERS LOCAL 537						
Effective Date -	03/01/2017					
Step percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1 40		\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
2 45		\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
3 60		\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
4 70		\$33.83	\$9.70	\$18.14	\$0.00	\$63.67
5 80		\$40.95	\$9.70	\$18.14	\$0.00	\$68.79
Notes:						
** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.						
Refrig/A/C Mechanic **1:1;2:2;4:3;6:4;8:5;10:6;12:7;14:8;17:9;20:10;23(N)(max)						
Apprentices to Journeyworker Ratio:**						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
LABORERS - ZONE I	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
	06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
	12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
	06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
	12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
	06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
	12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	09/01/2017	\$53.94	\$11.57	\$15.26	\$0.00	\$80.77
PLUMBERS & GASFITTERS LOCAL 12	03/01/2018	\$55.44	\$11.57	\$15.26	\$0.00	\$82.27
	09/01/2018	\$56.94	\$11.57	\$15.26	\$0.00	\$83.77
	03/01/2019	\$58.44	\$11.57	\$15.26	\$0.00	\$85.27
	09/01/2019	\$59.94	\$11.57	\$15.26	\$0.00	\$86.77
	03/01/2020	\$61.44	\$11.57	\$15.26	\$0.00	\$88.27
	09/01/2020	\$62.94	\$11.57	\$15.26	\$0.00	\$89.77
	03/01/2021	\$64.44	\$11.57	\$15.26	\$0.00	\$91.27
Apprentice - PLUMBER/GASFITTER - Local 12						
Effective Date -	09/01/2017	Apprentice Base Wage Health Pension Supplemental Unemployment Total Rate				
Step	percent					
1	35	\$18.88	\$11.57	\$5.54	\$0.00	\$35.99
2	40	\$21.58	\$11.57	\$6.29	\$0.00	\$39.44
3	55	\$29.67	\$11.57	\$8.53	\$0.00	\$49.77
4	65	\$35.06	\$11.57	\$10.03	\$0.00	\$56.66
5	75	\$40.46	\$11.57	\$11.52	\$0.00	\$63.55
Apprentice Base Wage Health Pension Supplemental Unemployment Total Rate						
Effective Date -	03/01/2018	Apprentice Base Wage Health Pension Supplemental Unemployment Total Rate				
Step	percent					
1	35	\$19.40	\$11.57	\$5.54	\$0.00	\$36.51
2	40	\$22.18	\$11.57	\$6.29	\$0.00	\$40.04
3	55	\$30.49	\$11.57	\$8.53	\$0.00	\$50.59
4	65	\$36.04	\$11.57	\$10.03	\$0.00	\$57.64
5	75	\$41.58	\$11.57	\$11.52	\$0.00	\$64.67
Notes:						
** 1,2: 2-6; 3:10; 4:14; 5:19/Steps are 1 yr						
Step4 with lic\$60.10 Step5 with lic\$66.99						
Apprentice to Journeyworker Ratio:**						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC CONTROLS (TEMP.)	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 317						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CARPENTER (Residential Wood Frame) - Zone 1						
Effective Date - 10/01/2017	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment
	1	60	\$18.64	\$7.07	\$0.00	\$0.00
	2	60	\$18.64	\$7.07	\$0.00	\$0.00
	3	65	\$20.20	\$7.07	\$7.86	\$0.00
	4	70	\$21.75	\$7.07	\$7.86	\$0.00
	5	75	\$23.30	\$7.07	\$7.86	\$0.00
	6	80	\$24.86	\$7.07	\$7.86	\$0.00
	7	85	\$26.41	\$7.07	\$7.86	\$0.00
	8	90	\$27.96	\$7.07	\$7.86	\$0.00
Effective Date - 04/01/2018						
	1	60	\$18.92	\$7.07	\$0.00	\$0.00
	2	60	\$18.92	\$7.07	\$0.00	\$0.00
	3	65	\$20.50	\$7.07	\$7.86	\$0.00
	4	70	\$22.08	\$7.07	\$7.86	\$0.00
	5	75	\$23.66	\$7.07	\$7.86	\$0.00
	6	80	\$25.23	\$7.07	\$7.86	\$0.00
	7	85	\$26.81	\$7.07	\$7.86	\$0.00
	8	90	\$28.39	\$7.07	\$7.86	\$0.00
Notes:						
Apprentice to Journeyworker Ratio:1.5						
RIDE-ON MOTORIZED BUGGY OPERATOR						
LABORERS - ZONE 1						
	12/01/2017		\$37.75	\$7.70	\$14.75	\$0.00
	06/01/2018		\$38.70	\$7.70	\$14.75	\$0.00
	12/01/2018		\$39.65	\$7.70	\$14.75	\$0.00
	06/01/2019		\$40.65	\$7.70	\$14.75	\$0.00
	12/01/2019		\$41.65	\$7.70	\$14.75	\$0.00
	06/01/2020		\$42.64	\$7.70	\$14.75	\$0.00
	12/01/2020		\$43.62	\$7.70	\$14.75	\$0.00
	06/01/2021		\$44.64	\$7.70	\$14.75	\$0.00
	12/01/2021		\$45.65	\$7.70	\$14.75	\$0.00
For apprentice rates see "Apprentice- LABORER"						
ROLLER SPREADER/MULCHING MACHINE						
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
	08/01/2017		\$41.36	\$11.20	\$14.80	\$0.00
	02/01/2018		\$42.51	\$11.20	\$14.80	\$0.00
	08/01/2018		\$43.61	\$11.20	\$14.80	\$0.00
	02/01/2019		\$44.76	\$11.20	\$14.80	\$0.00
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofing)						
ROOFERS LOCAL 33						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
	12/01/2017		\$46.17	\$10.50	\$15.50	\$0.00
	08/01/2017		\$41.36	\$11.20	\$14.80	\$0.00
	02/01/2018		\$42.51	\$11.20	\$14.80	\$0.00
	08/01/2018		\$43.61	\$11.20	\$14.80	\$0.00
	02/01/2019		\$44.76	\$11.20	\$14.80	\$0.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR						
LABORERS - ZONE 1						
	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
	06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
	12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
	06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
	12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
	06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
	12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER						
LABORERS - ZONE 1						
	12/01/2017	\$38.50	\$7.70	\$14.75	\$0.00	\$60.95
	06/01/2018	\$39.45	\$7.70	\$14.75	\$0.00	\$61.90
	12/01/2018	\$40.40	\$7.70	\$14.75	\$0.00	\$62.85
	06/01/2019	\$41.40	\$7.70	\$14.75	\$0.00	\$63.85
	12/01/2019	\$42.40	\$7.70	\$14.75	\$0.00	\$64.85
	06/01/2020	\$43.39	\$7.70	\$14.75	\$0.00	\$65.84
	12/01/2020	\$44.37	\$7.70	\$14.75	\$0.00	\$66.82
	06/01/2021	\$45.39	\$7.70	\$14.75	\$0.00	\$67.84
	12/01/2021	\$46.40	\$7.70	\$14.75	\$0.00	\$68.85
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE						
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
PUMP OPERATOR (CONCRETE)						
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
PUMP OPERATOR (DEWATERING, OTHER)						
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
	07/01/2017	\$31.44	\$8.48	\$9.72	\$0.00	\$49.64
RECLAIMERS						
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
RESIDENTIAL WOOD FRAME (All Other Work)						
CARPENTERS - ZONE 1 (Residential Wood)						
	06/01/2016	\$43.92	\$9.80	\$16.82	\$0.00	\$70.54
	10/01/2017	\$31.07	\$7.07	\$7.86	\$0.00	\$46.00
	04/01/2018	\$31.54	\$7.07	\$7.86	\$0.00	\$46.47
	10/01/2018	\$32.01	\$7.07	\$7.86	\$0.00	\$46.94
	04/01/2019	\$32.49	\$7.07	\$7.86	\$0.00	\$47.42
	10/01/2019	\$32.97	\$7.07	\$7.86	\$0.00	\$47.90
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						

Classification

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$11.20	\$3.44	\$0.00	\$35.32
2	60	\$24.82	\$11.20	\$14.80	\$0.00	\$50.82
3	65	\$26.88	\$11.20	\$14.80	\$0.00	\$52.88
4	75	\$31.02	\$11.20	\$14.80	\$0.00	\$57.02
5	85	\$35.16	\$11.20	\$14.80	\$0.00	\$61.16

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.26	\$11.20	\$3.44	\$0.00	\$35.90
2	60	\$25.51	\$11.20	\$14.80	\$0.00	\$51.51
3	65	\$27.63	\$11.20	\$14.80	\$0.00	\$53.63
4	75	\$31.88	\$11.20	\$14.80	\$0.00	\$57.88
5	85	\$36.13	\$11.20	\$14.80	\$0.00	\$62.13

Notes: ** 1:5, 2:6-10, the 1:10; Roofing: 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
ROOFERS LOCAL 33

	08/01/2017	\$41.61	\$11.20	\$14.80	\$0.00	\$67.61
	02/01/2018	\$42.76	\$11.20	\$14.80	\$0.00	\$68.76
	08/01/2018	\$43.86	\$11.20	\$14.80	\$0.00	\$69.86
	02/01/2019	\$45.01	\$11.20	\$14.80	\$0.00	\$71.01
	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84

For apprentice rates see "Apprentice-ROOFER"

SHEETMETAL WORKER
SHEETMETAL WORKERS LOCAL 17-A

Classification

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
2	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
3	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
4	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
5	50	\$21.92	\$11.45	\$11.71	\$1.35	\$46.43
6	50	\$21.92	\$11.45	\$11.96	\$1.36	\$46.69
7	60	\$26.30	\$11.45	\$13.61	\$1.54	\$52.90
8	65	\$28.49	\$11.45	\$14.56	\$1.64	\$56.14
9	75	\$32.87	\$11.45	\$16.47	\$1.82	\$62.61
10	85	\$37.26	\$11.45	\$17.87	\$2.00	\$68.58

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.99	\$11.45	\$5.24	\$0.00	\$34.68
2	40	\$17.99	\$11.45	\$5.24	\$0.00	\$34.68
3	45	\$20.24	\$11.45	\$10.31	\$1.27	\$43.27
4	45	\$20.24	\$11.45	\$10.31	\$1.27	\$43.27
5	50	\$22.49	\$11.45	\$11.21	\$1.37	\$46.52
6	50	\$22.49	\$11.45	\$11.46	\$1.38	\$46.78
7	60	\$26.99	\$11.45	\$13.02	\$1.56	\$53.02
8	65	\$29.24	\$11.45	\$13.93	\$1.67	\$56.29
9	75	\$33.74	\$11.45	\$15.74	\$1.85	\$62.78
10	85	\$38.23	\$11.45	\$17.05	\$2.03	\$68.76

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR
PAINTERS LOCAL 35 - ZONE 1

	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Classification

Apprentice - SIGN ERECTOR - Local 35 Zone 1

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

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP - 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section 4) Zone 1	10/01/2017	\$57.58	\$8.77	\$17.20	\$0.00	\$83.55
	01/01/2018	\$57.58	\$9.12	\$17.40	\$0.00	\$84.10
	03/01/2018	\$59.08	\$9.12	\$17.40	\$0.00	\$85.60
	10/01/2018	\$60.58	\$9.12	\$17.40	\$0.00	\$87.10
	01/01/2019	\$60.58	\$9.47	\$17.60	\$0.00	\$87.65
	03/01/2019	\$62.08	\$9.47	\$17.60	\$0.00	\$89.15
	10/01/2019	\$63.58	\$9.47	\$17.60	\$0.00	\$90.65
	03/01/2020	\$65.08	\$9.47	\$17.60	\$0.00	\$92.15
	10/01/2020	\$66.58	\$9.47	\$17.60	\$0.00	\$93.65
	03/01/2021	\$68.08	\$9.47	\$17.60	\$0.00	\$95.15

Classification

Apprentice - SPRINKLER FITTER - Local 550 (Section 4) Zone 1

Effective Date - Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.15	\$8.77	\$8.70	\$0.00	\$37.62
2	40	\$23.03	\$8.77	\$8.70	\$0.00	\$40.50
3	45	\$25.91	\$8.77	\$8.70	\$0.00	\$43.38
4	50	\$28.79	\$8.77	\$8.70	\$0.00	\$46.26
5	55	\$31.67	\$8.77	\$8.70	\$0.00	\$49.14
6	60	\$34.55	\$8.77	\$10.20	\$0.00	\$53.52
7	65	\$37.43	\$8.77	\$10.20	\$0.00	\$56.40
8	70	\$40.31	\$8.77	\$10.20	\$0.00	\$59.28
9	75	\$43.19	\$8.77	\$10.20	\$0.00	\$62.16
10	80	\$46.06	\$8.77	\$10.20	\$0.00	\$65.04

Effective Date - 01/01/2018

Effective Date - Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.15	\$9.12	\$8.90	\$0.00	\$38.17
2	40	\$23.03	\$9.12	\$8.90	\$0.00	\$41.05
3	45	\$25.91	\$9.12	\$8.90	\$0.00	\$43.93
4	50	\$28.79	\$9.12	\$8.90	\$0.00	\$46.81
5	55	\$31.67	\$9.12	\$8.90	\$0.00	\$49.69
6	60	\$34.55	\$9.12	\$10.40	\$0.00	\$54.07
7	65	\$37.43	\$9.12	\$10.40	\$0.00	\$56.95
8	70	\$40.31	\$9.12	\$10.40	\$0.00	\$59.83
9	75	\$43.19	\$9.12	\$10.40	\$0.00	\$62.71
10	80	\$46.06	\$9.12	\$10.40	\$0.00	\$65.59

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	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
	09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
	03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
2	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
3	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
4	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
5	50	\$18.48	\$13.00	\$12.82	\$0.00	\$44.30
6	55	\$20.33	\$13.00	\$13.10	\$0.00	\$46.43
7	60	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
8	65	\$24.02	\$13.00	\$13.66	\$0.00	\$50.68
9	70	\$25.87	\$13.00	\$13.95	\$0.00	\$52.82
10	75	\$27.72	\$13.00	\$14.22	\$0.00	\$54.94

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
2	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
3	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
4	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
5	50	\$18.81	\$13.00	\$13.03	\$0.00	\$44.84
6	55	\$20.69	\$13.00	\$13.32	\$0.00	\$47.01
7	60	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
8	65	\$24.45	\$13.00	\$13.90	\$0.00	\$51.35
9	70	\$26.33	\$13.00	\$14.19	\$0.00	\$53.52
10	75	\$28.21	\$13.00	\$14.48	\$0.00	\$55.69

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS
BUCKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2017	\$51.00	\$10.75	\$19.35	\$0.00	\$81.10
02/01/2018	\$51.68	\$10.75	\$19.35	\$0.00	\$81.78
08/01/2018	\$53.03	\$10.75	\$19.48	\$0.00	\$83.26
02/01/2019	\$53.67	\$10.75	\$19.48	\$0.00	\$83.90
08/01/2019	\$55.02	\$10.75	\$19.62	\$0.00	\$85.39
02/01/2020	\$55.66	\$10.75	\$19.62	\$0.00	\$86.03
08/01/2020	\$57.01	\$10.75	\$19.77	\$0.00	\$87.53
02/01/2021	\$57.65	\$10.75	\$19.77	\$0.00	\$88.17
08/01/2021	\$59.05	\$10.75	\$19.93	\$0.00	\$89.73
02/01/2022	\$59.64	\$10.75	\$19.93	\$0.00	\$90.32

Issue Date: 12/12/2017

Wage Request Number: 20171212-054

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.50	\$10.75	\$19.35	\$0.00	\$55.60
2	60	\$30.60	\$10.75	\$19.35	\$0.00	\$60.70
3	70	\$35.70	\$10.75	\$19.35	\$0.00	\$65.80
4	80	\$40.80	\$10.75	\$19.35	\$0.00	\$70.90
5	90	\$45.90	\$10.75	\$19.35	\$0.00	\$76.00

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.84	\$10.75	\$19.35	\$0.00	\$55.94
2	60	\$31.01	\$10.75	\$19.35	\$0.00	\$61.11
3	70	\$36.18	\$10.75	\$19.35	\$0.00	\$66.28
4	80	\$41.34	\$10.75	\$19.35	\$0.00	\$71.44
5	90	\$46.51	\$10.75	\$19.35	\$0.00	\$76.61

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER

LABORERS - FOUNDATION AND MARINE

For apprentice rate see "Apprentice- LABORER"

TEST BORING DRILLER HELPER

LABORERS - FOUNDATION AND MARINE

For apprentice rate see "Apprentice- LABORER"

TEST BORING LABORER

LABORERS - FOUNDATION AND MARINE

For apprentice rate see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS

OPERATING ENGINEERS LOCAL 4

For apprentice rate see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT

TEAMSTERS JOINT COUNCIL NO. 10 ZONE A

TUNNEL WORK - COMPRESSED AIR

LABORERS (COMPRESSED AIR)

For apprentice rate see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)

LABORERS (COMPRESSED AIR)

For apprentice rate see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR

LABORERS (FREE AIR TUNNEL)

For apprentice rate see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR (HAZ. WASTE)

LABORERS (FREE AIR TUNNEL)

For apprentice rate see "Apprentice- LABORER"

For apprentice rate see "Apprentice- LABORER"

Issue Date: 12/12/2017

Wage Request Number: 20171212-054

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEACHERS JOINT COUNCIL NO. 10 ZONE A LABORERS - ZONE 1	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR	12/01/2017	\$37.75	\$7.70	\$14.75	\$0.00	\$60.20
	06/01/2018	\$38.70	\$7.70	\$14.75	\$0.00	\$61.15
	12/01/2018	\$39.65	\$7.70	\$14.75	\$0.00	\$62.10
	06/01/2019	\$40.65	\$7.70	\$14.75	\$0.00	\$63.10
	12/01/2019	\$41.65	\$7.70	\$14.75	\$0.00	\$64.10
	06/01/2020	\$42.64	\$7.70	\$14.75	\$0.00	\$65.09
	12/01/2020	\$43.62	\$7.70	\$14.75	\$0.00	\$66.07
	06/01/2021	\$44.64	\$7.70	\$14.75	\$0.00	\$67.09
	12/01/2021	\$45.65	\$7.70	\$14.75	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	09/01/2017	\$53.94	\$11.57	\$15.26	\$0.00	\$80.77
	03/01/2018	\$55.44	\$11.57	\$15.26	\$0.00	\$82.27
	09/01/2018	\$56.94	\$11.57	\$15.26	\$0.00	\$83.77
	03/01/2019	\$58.44	\$11.57	\$15.26	\$0.00	\$85.27
	09/01/2019	\$59.94	\$11.57	\$15.26	\$0.00	\$86.77
	03/01/2020	\$61.44	\$11.57	\$15.26	\$0.00	\$88.27
	09/01/2020	\$62.94	\$11.57	\$15.26	\$0.00	\$89.77
	03/01/2021	\$64.44	\$11.57	\$15.26	\$0.00	\$91.27
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59
Apprentice - LINEMAN (Outside Electrical) - East Local 104 Effective Date - 09/03/2017						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20	
2 65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53	
3 70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86	
4 75	\$33.92	\$7.75	\$3.52	\$0.00	\$46.69	
5 80	\$36.18	\$7.75	\$3.59	\$0.00	\$49.02	
6 85	\$38.45	\$7.75	\$3.66	\$0.00	\$51.35	
7 90	\$40.71	\$7.75	\$3.72	\$0.00	\$55.68	
Notes:						
Apprentice to Journeyworker Ratios 1:2						
TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

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 Commission 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 (1800 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 JMC: 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, 9:12, 9:13, 10:13, 10:14, etc.

**** APP to JMC: 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.

Appendix D
General Conditions

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**

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ARTICLE 1 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 scaled 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, digsafes, 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 purposed 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 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-J, 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 bond(s) 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 born, 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 11 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 therefore; 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.

(e) 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 (e), (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 (e) 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 (e) 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

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.

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).

e) the contractor shall include language similar to the above in all subcontracts.

END

18 APR - 3 PM 2:06
AUDITING DEPT.