

Addendum No. 1 to IFB 22-67



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

To: Bidders of IFB 22-67 Somerville City-wide Landscaping Services

From: Andrea Caruth, Deputy Chief Procurement Officer

Date: August 1, 2022

Re: Extension of Bid Opening Form

Addendum No. 1 to IFB 22-67

****Please note the Bid Opening Date is extended to August 1, 2PM****

This addendum responds to requests for past contracts. Please see attached. If you have already submitted a bid you can re-submit with updated pricing, but please clearly differentiate the date and sequence of the submissions.

**** Failure to acknowledge this addendum may result in bid disqualification.****

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

ACKNOWLEDGEMENT OF ADDENDA:

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

City of Somerville: Owner-Contractor Public Construction Agreement (Renewal) **Renewal Year 3****AGREEMENT NAME: Landscaping Services for the City**

WHEREAS,

VENDOR NAME

(hereinafter "Vendor") was awarded a contract numbered

190329

for

Landscaping Services for the City with an effective date of **6/1/2021**

with one-year option(s) to renew.

WHEREAS, the City followed the applicable procurement requirements as noted below in "Procurement Type" and the contract was procured with an option to renew clause giving the Chief Procurement Officer the sole discretion to renew the Contract; and,
 WHEREAS, the Chief Procurement Officer has been asked to renew this contract by the end-user department and has made a reasonable investigation and written determination that renewing the contract for the Renewal Year first noted above is in the best interest of the City.

NOW THEREFORE: The City and the Vendor for and in consideration of the promises and the mutual obligations herein contained and other valuable consideration; the receipt and sufficiency of which is acknowledged do hereby covenant and agree as follows:

Project Information

Project Name:	Landscaping Services for the City	Project Address:	Various locations in the City
Project Description:	Labor, material and equipment for the landscaping services.		
Contractor Name:	M Neves Inc.		
Contractor Address:	78 Gidley Town Rd. Dartmouth, MA 02747		
Contractor Contact Name, Email, & Tel./Fax #:	Mark Anthony Neves 774-501-8777	Mark.mnevesinc.com	
Contract Sum:	\$250,000.00	Liquidated Damages (per calendar day):	NA
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:	6/1/2021 through 5/31/2022		
Dates of Substantial and Final Completion:	Date of Substantial Completion:		5/31/2022
	Date of Final Completion:		5/31/2023
This contract is a:	Invitation for Bids under MGL c. 30, § 39M (IFB #19-80) 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:	DPW	Project Manager:	Ben Waldrip
Design Professional:	Firm Name:	NA	
(The Architects, Landscape Architects, and Engineers, is described herein as the "Design Professional".)	Designer Name:	NA	
	Address:	NA	
	Email Address:	NA	
	Tel. #:	NA	Designer Type: NA
Contractor Certifications:	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. <div style="border: 1px solid black; width: 100px; height: 20px; margin: 10px auto;"></div> 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 This Agreement has been duly executed and delivered on behalf of the Contractor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.		

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; Supplementary 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)	X
	Certificate of Good Standing (over \$50,000)	X
	Statement of Management (over \$100,000.00)	X
	OSHA Certification	X
	Vulnerable Road Users Ordinance	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 (Prevailing) (federally funded over \$2,000; state or local funded over \$0)	X
	Payment Bond (over \$25,000)	50% of the contract value
	Performance Bond (over \$150,000)	
Appendix D	General Conditions	X
	Supplemental Conditions	

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 391 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 1st of June, 2021

CONTRACTOR

X

Contractor Signature (Duly Authorized):

Date Signed: 4/29/21

Print Title: PRESIDENT

Print Name: MANU MOURING NEVES

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 250,000.00 and that an unencumbered balance of

\$ 20,000.00 is available for the current fiscal year of this contract. I further certify that a sum of

\$ 20,000.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

X

Edward Bean, City Auditor

Joseph A. Curatone, Mayor

X

Angela M. Allen, Purchasing Director

Approved as to form:

Francis X. Wright, Jr., City Solicitor

X

Jill Lathan, Interim Director of DPW

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Appendix A
Plans, Technical Specifications, and Addenda

IFB # 19-80
SOLICITATION FOR: Landscaping Services for the City



CITY OF SOMERVILLE, MASSACHUSETTS
Joseph A. Curtatone, Mayor

Purchasing Department
Angela M. Allen, Purchasing Director

RELEASE DATE: 05/08/2019
QUESTIONS DUE: 05/15/2019 by 12PM EST
DUE DATE AND TIME: 05/23/2019 by 1:00 PM EST

DELIVER TO:
City of Somerville
Purchasing Department
Attn: Prajкта Waditwar
Construction Procurement Manager
pwaditwar@somervillema.gov
93 Highland Avenue
Somerville, MA 02143



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



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DIRECTIONS

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General contract submission confirmation

The following General Contract submission was successfully received.

Planned date of publish is 5/8/2019

Awarding Agency

Agency Name and Address: **City of Somerville 93 Highland Avenue, Somerville MA 02143**

Project Number: **IFB#19-80**

Estimated Cost: **250000**

Contractor Qualification:

Required for DCAMM contracts over \$150,000, Highway Division contracts over \$50,000. Add categories to the Project description below.

Contact Information

Name: **Prajakta Waditwar**

Phone: **6176256600X3407** Fax: **6176251344**

Email Address: **pwaditwar@somervillema.gov**

Notify email address listed when final publish date assigned.

Contract Information

Project: **Landscaping services for the City**

Plans/Specifications Available: **Please check the City website on or after 05/08/2019 here: <https://www.somervillema.gov/departments/finance/purchasing>**

Place, date and time

General Bid Deadline*: **05/23/2019** Time: **1:00PM**

Sub Bid Deadline: Time:

Sub Bid Categories:

Additional Information

This page can be printed for your records.

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William Francis Galvin, Secretary of the Commonwealth of Massachusetts

[Terms and Conditions](#)

IFB # 19-80
Landscaping Services for the City

Key Project Information

Project Address	Various locations in Somerville
Estimated Construction Cost	\$250,000.00 annually and \$750,000.00 for 3 years
Anticipated Contract Award	05/28/2019
Date of Substantial Completion	05/31/2020 with 2 one year options to renew
Date of Final Completion	05/31/2022
Est. Contract Commencement Date	06/01/2019
Est. Contract Completion Date	05/31/2020
Governing Bid Law	MGL 30.39M (Horizontal Construction)
Wage Requirements	State Prevailing Wages
Payment Bond Requirements	50% of Contract Value
Performance Bond Requirements	N/A
Liquidated Damages (\$ per Day)	NA

Managing Department Information

Managing City Department	DPW
Project Manager	Michael Bowler
Project Manager Email	MCBowler@somervillema.gov

IFB # 19-80
SECTION 2.0
RULE FOR AWARD /
PROJECT INFORMATION

2.1 Rule For Award

The contract shall be awarded to the responsible and eligible bidder submitting the lowest total price. The lowest total price is the sum of the annual total amounts for 3 years.

The bid pricing (under Section 3 of the pricing form) is the sum of the following:

Section 1: Scheduled Activities: Lump sum annual pricing for each location,

Section 2.1: Parts & Materials for Unscheduled activities

Section 2.2: Labor Rates

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

2.2 Background

Project Information	
Managing City Department:	DPW
Project Manager:	Michael Bowler
Project Manager Email:	MCBowler@somervillema.gov
Project Address:	Various locations in Somerville
Brief Project Description:	Landscaping services for the various locations in the City.
Estimated Project Cost:	\$250,000.00 annually and \$750,000.00 for 3 years
Project Schedule	
Estimated Award Date:	05/28/2019
Estimated Start Date:	06/01/2019
Date of Substantial Completion:	05/31/2020 With 2 one year options to renew.
Date of Final Completion:	05/31/2022

PART 3: TECHNICAL SPECIFICATIONS

1. General

The work to be performed under this contract consists of furnishing labor, materials, and equipment for the specified landscaping services. The basic work includes removing of weeds, mowing and trimming, mulching, tree pruning, removing litter and debris, leaf-removal, planting, and irrigation repairs at the locations listed in Exhibit A.

This contract shall also include unscheduled work, as defined herein, to be performed at the discretion and direction of the City, and at the prices herein established. The hours of work, whether scheduled or unscheduled, shall be coordinated between the

DPW Superintendent of Buildings & Grounds (DPW Superintendent) and the contractor.

2. Scope of Work

2.1 Scheduled Work

Locations:

1. **John F. Kennedy Elementary School 5 Cherry St, Somerville, MA 02144**
2. **Arthur D. Healey School, 5 Meacham Street Somerville, MA 02145**
3. **East Somerville Community School, 115 Pearl St. (50 Cross St.)**

The work done under this contract (as described under section 2.3 of this specification) shall be performed at the frequencies (i.e. weekly, monthly, and semiannually) as outlined below:

Weekly Basis

- Remove weeds from planted areas.
- Mow turf in grassed areas around perimeter of school utilizing a mulching mower.
- Remove broken or damaged plant material.
- Trim plant material that has become a hazard (blocking driver's line of vision, pedestrian pathways, etc.)
- Check irrigation equipment for leaks, breaks, and malfunction, and repair as needed.
- Check and maintain irrigation systems for efficient water application reducing overspray and eliminating all runoff from leaving the planted areas.
- Selected contractor must demonstrate knowledge of the operation and programming of controllers installed at Kennedy School and Healey School locations. Only slight adjustments may be necessary to these controllers.

Monthly Basis

- Inspect all irrigation valves and emission devices to be sure they are functioning properly.

Semi-annual Basis

Apply bark mulch in all planter areas that have mulch. Plant crowns are not to be covered. Decorative rock is not to be covered. Contractor will spread the mulch. City will be providing the approved mulch.

All invoices for the Scheduled Work performed must state the locations where work was performed, and whether the activities were the weekly, monthly, and/or semi-annual tasks outlined above.

2.2 Unscheduled Work

From time to time during the term of this contract the DPW Superintendent may call upon the Contractor to perform related landscaping work in addition to the regularly scheduled work at the given locations. Such work (as described in section 2.4 of this specification) would not be limited to annual and seasonal plantings, trimming of plants, tree pruning and fertilizing, major irrigation repairs, additional mulching or mowing and inspecting trees for diseases & insect infestations (the treatment of the infected trees shall be performed by DPW under separate contract).

Locations: Refer to Exhibit A for the list of locations. DPW reserves the right to add or remove any location to this contract listed under Exhibit A.

All the invoices submitted by Contractor for the unscheduled work must clearly indicate the breakdown of the activities performed, dates and number of hours worked, quantity and type of parts and materials used, unit prices etc.

Bidders shall provide rates for parts and materials and labor as noted on the price form. If the bidder offers a discount or will charge a mark-up on the parts and materials, such percentages must be provided on the bid price form. Labor rates are not subject to further markups. Examples of the types of parts and materials that the awarded contractor may need to furnish to complete any unscheduled work may include but not be limited to the following: sprinkler heads, piping, replacement pavers, etc.

2.3 Description of Scheduled Work

2.3.1 Mowing

The Contractor will be required to cut and edge a total of roughly 55 acres of grass at the mentioned locations as often as once per week when necessary.

The City reserves the right to direct the Contractor to postpone, cancel, or reschedule a scheduled mowing due to weather or other conditions.

Weather permitting; mowing shall be completed at each location according to a schedule agreed upon with the DPW Superintendent. The Contractor and the City shall agree upon the optimal schedule prior to the beginning of the growing season and the Contractor shall provide the City a written mowing schedule for each location. The City shall reserve the right to adjust the designated mowing days based on seasonal programming schedule changes, with advance notice to the Contractor.

All litter and debris (including but not limited to sticks, branches, stones, paper, cigarette butts, glass, cans, fecal matter, balls, etc.) shall be removed from the grass area prior to mowing. Care shall be taken to avoid skips, clumping, scalping, or damage to trees, shrubs, and other park accessories. The mowing height shall be 2 inches throughout the season, unless otherwise directed by the City. The City may instruct the Contractor to mow at a lower height for the final mowing of the season.

The Contractor shall ensure that mower blades are sharpened at least once weekly. The Contractor shall not fuel equipment on any turf area. Grass clippings will be bagged and removed by the Contractor and disposed of as yard waste.

In areas large enough, mowing patterns shall vary weekly.

In open spaces that require mowing, the Contractor shall complete edging work at these locations on the same day and at the same frequency that mowing takes place.

Trim all grass edges during each mowing session, including sidewalks, curbstones, light poles, fences, trees, signs or other obstructions found in the lawn area. Care shall be taken not to damage tree trunks or other structures.

All edging work (power and/or hand equipment) shall be conducted simultaneously with each mowing, and shall not be completed more than two working days behind grass mowing as completed in the same area. The Contractor shall organize his or her operations accordingly.

2.3.2 Trimming

The Contractor shall be required to trim hedges and other plantings at the locations listed in Exhibit A.

Areas to be trimmed (along, around, adjacent to, under, in, on, etc.) shall include but not be limited to: fence lines, benches, bleachers, gates, infield edges, planting beds, walls, walkways, curbs, signs, trees, tree wells, play equipment, embankments, drinking fountains, fire hydrants, or any other areas within the property where tall grass and/or weeds are present. The Contractor shall ensure that trees, shrubs, groundcovers, flowers, etc. are not girdled or damaged by maintenance equipment. Following trimming, the Contractor shall clear all hardscape and open areas of debris. The Contractor shall collect the trimmings in paper yard waste bags and dispose of as yard waste.

In conjunction with each mowing, the Contractor shall perform trimming of grass that the power mowers are incapable of reaching due to its close proximity to obstructions.

2.3.3 Mulching

Mulch shall be provided by the City. Mulch shall be applied with a direct delivery bark mulch blower, unless otherwise agreed by both the City and the Contractor. Following application, the resultant mulch surface shall not exceed 1.5 inches total. Mulch shall not come in contact with the trunk or root flare of any trees or other woody vegetation (mulch should be two to three inches from trunks of plants).

The City may direct the Contractor to only apply a surface coating of mulch to those plants that have been over mulched in the past.

Prior to applying mulch, the bed is to be cleared of all debris, litter, weeds and undesirable plants and disposed of offsite at the expense of the Contractor. Any existing mulch that is excessively built up around desirable vegetation is to be raked out beyond the drip line of the plant.

2.3.4 Leaf Removal

The Contractor shall not remove any leaves unless given prior direction by the DPW Superintendent. All leaves are to be removed by the Contractor from each location. Generally, the time when the majority of the leaves have fallen from the trees is late November.

In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. Leaf removal shall be performed once each autumn, on or after a date determined by the Commissioner, generally after the majority of leaves have fallen. The Contractor shall be responsible for the collection, transportation and off-site disposal of all leaves removed from the sites.

All gas-powered blowers must meet current standards as defined by the American National Standards Institute. Under no circumstances shall any litter or debris be blown, swept, or raked onto an adjacent street, gutter, or into a catch basin, nor shall it be blown onto adjacent property, vehicles, persons, or pets.

Blowers shall not be used to loosen heavier debris. Blowers shall not be used to move large debris piles from one spot to another. The muffler, air intakes and all filters of gas-powered blowers shall be checked routinely to ensure efficient operation. All blowers shall be equipped with the longest possible nozzle extension for that model, to direct the air stream as close to the ground as possible.

2.3.5 Minor Irrigation Repairs

Minor irrigation repairs that are part of this proposal shall include but are not limited to:

- Sprinkler head repairs (nozzle cleaning, adjustment or replacement).
- Lateral pipe repairs to individual irrigation zones.
- Drip irrigation repairs to individual irrigation zones e.g. tubing, emitters.
- Irrigation control valve diagnostics (but not valve replacement).
- Adjustment, repair and/or replacement of existing sprinkler equipment or parts with identical equipment or parts.
- Programming, and/or adjustment of irrigation controllers and minor adjustments to Smart controllers.

2.4 Description of Unscheduled Work

Any activities not covered under scheduled work will fall under unscheduled work. The unscheduled work includes, but is not limited to the following activities:

2.4.1 Major Irrigation Repairs

The Contractor must receive prior authorization from the DPW Superintendent or designee for major irrigation repairs. Major irrigation repairs shall be under a separate purchase order within the scope of the agreement and would qualify as “unscheduled work.”

Major irrigation repairs include, but are not limited to:

- Addition of new irrigation components for the purposes of improving coverage.
- Control valve replacement.
- Mainline irrigation repairs.
- Irrigation repairs that affect more than one irrigation zone.

2.4.2 Planting

Planting will be performed on an as-needed basis. Approval from the DPW Superintendent must be obtained prior to installing any plant material. The purchase of all plant materials provided by the City of Somerville shall be handled under a separate purchase order. DPW superintendent or designee may, from time-to-time, request that the Contractor install new plant materials, transplant or remove existing plant materials. DPW superintendent or designee will provide advance notice to the Contractor of new material to be installed. All newly planted or transplanted materials are to be watered immediately after planting. If additional irrigation is required to irrigate the new plant material, Contractor must obtain authorization from DPW Superintendent or designee and install it under a separate purchase order. No living plant materials are to be removed or transplanted without the prior consent of DPW Superintendent or designee.

2.4.3 Tree Pruning

All major tree pruning, anything over 12 feet, will be at the discretion of DPW superintendent or designee and will be performed on an as-needed basis. Contractor shall discuss need with DPW superintendent or designee should trees require trimming above 12 feet. Minor tree pruning (under 12 feet) shall be performed in accordance with best practices for pruning. All pruning must be done from the ground; no climbing of trees,

ladders, or buildings. Any tree requiring removal due to damage or disease shall be authorized by DPW superintendent or designee. Exception to prior approval would be in the event of immediate danger of damage to property on or off-site that could be caused by subject tree(s), or cause injury to individuals. Any tree removed shall have the stump ground below grade or removed.

The Contractor shall be responsible for the proper disposal of all debris generated by the Contractor's performance of the pruning work performed pursuant to the Scope of Work. The cost of all such disposal shall be borne by the Contractor.

It is not required, but encouraged, that all pruning be supervised by a Massachusetts Certified Arborist or an individual with an equally qualified horticultural certification.

EXHIBIT A

List of Locations - Unscheduled Work

Note: DPW reserves the right to add or remove any location listed under Exhibit A.

Schools	
1	Argenziano School, 290 Washington St.
2	Brown School, 201 Willow Ave
3	Early Childhood Center, 150 Glen St.
4	Cumming School, 42 Prescott St.
5	Edgerly School, 5 Bonair St.
6	Somerville High School, 81 Highland Ave
7	Winter Hill Community School, 115 Sycamore St.
8	West Somerville Neighborhood School, 117 Powderhouse Blvd
City Buildings	
9	Armory, 191 Highland Ave
10	City Hall, 93 Highland Ave
11	City Hall Annex, 50 Evergreen ave
12	Cross St – Edgerly Center, 165 Broadway
13	DPW, 1 Franey Road
14	Public Safety Bldg, 220 Washington St.
15	SCAT / MAPS Bldg, 90 Union Square
16	School Admin Office, 42 Cross St.
17	Traffic & Parking, 133 Holland St.
18	Water Dept. 17 Franey Rd.

2.3 Minimum Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 6, or a failure to respond to any of the following minimum standards, will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Are you in the business of providing Landscaping services for at least Five (5) years?	✓	
2.	Can you provide all the services mentioned under the scope of work?	✓	
3.	Can you provide the list of equipment, as requested, that will be utilized in the execution of the services required?	✓	
4.	Has the Contractor assigned one individual as the Contractor's primary representative to the City? Have you indicated the individual's name with your bid documentation?	✓	
5.	Can you provide the successful completion certificate of at least 10 hours of OSHA approved training in Construction Safety and Health?	✓	
6.	Can the Contractor confirm that the primary representative (supervisor) assigned to the City, has at least two (2) years' experience in landscape maintenance or in the landscape construction industry?	✓	
7.	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.	✓	

In order to provide verification of affirmative responses to items 1 through 6 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.

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.

SECTION 4.0

FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for: Landscaping Services for the City

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 **05/23/2019 by 1:00 PM 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.

Section 1: Annual Lumpsum Pricing for the Scheduled Activities – Include Labor, Material and Equipment

Item No.	Location	Landscaping Area (Sq. Ft.)	Year 1 2019-2020	Year 2 2020 -2021	Year 3 2021-2022
1	John F. Kennedy Elementary School 5 Cherry St, Somerville, MA 02144	Approx. 5500	\$ 8800	\$ 8800	\$ 8800
2	Arthur D. Healey School, 5 Meacham Street Somerville, MA 02145	Approx. 6500	\$ 8800	\$ 8800	\$ 8800
3	East Somerville Community School, 115 Pearl St. (50 Cross St.)	Approx. 108900	\$ 10,400	\$ 10,400	\$ 10400
Annual total (Sum of the annual pricing for the above mentioned locations)			\$ 28 000	\$ 28 000	\$ 28 000
Subtotal of Section 1 for 3 years (sum of the annual totals for 3 years)			\$ 84, 000.00		

Section 2: Unscheduled Activities

Bidders note: If the City of Somerville authorizes the landscaping maintenance service contractor to perform unscheduled activities, such activities must be invoiced by listing the dates and number of crews where labor was provided, and the written description, unit cost and quantities of any parts and materials furnished by the contractor to the City.

2.1. Parts and Materials

For the purpose of evaluating bids, the City of Somerville has estimated that this contract will include parts and materials that may be required for the unscheduled activities equal to thirty thousand dollars, based on the pricing described as included in the Technical Specifications.

The bidder shall enter below any bid mark up or discount to be applied to the estimate of thirty thousand dollars.

This markup or discount will apply to all parts and materials that may need to be purchased by the awarded Contractor. It will not apply to labor costs or to the lump-sum bid in section 1.

The bidder must indicate what type of net price is being used (a discount or a mark-up, and by what percentage) and must submit a copy of her/his current list price schedule with the bid.

	Year 1 2019-2020	Year 2 2020 -2021	Year 3 2021-2022
% mark-up or discount, or "not applicable"	n/a	n/a	n/a
Estimated budget for parts & materials	\$30,000	\$30,000	\$30,000
Annual pricing for parts & materials (30,000 + % mark-up or -discount, or "not applicable")	30,000	30,000	30,000
Subtotal of Section 2.1 Parts and Materials (sum of the annual pricing for parts & materials for 3 years)	\$ 90,000.00		

2.2 Labor Rates (These estimated are estimates only and not guaranteed.)

Item Number	Description	Unit	Estimated Hours	Year 1 2019-2020		Year 2 2020 -2021		Year 3 2021-2022	
				Unit Price	Total Price (Unit price X 600)	Unit Price	Total Price (Unit price X 600)	Unit Price	Total Price (Unit price X 600)
1.	Standard Rate for Landscaping - 2 man crew	Per Hour/per 2 man crew	600	\$ 149.55	\$ 89730	\$ 150.55	\$ 90330	\$ 151.54	\$ 90924
Subtotal of Section 2.2 Labor Rate (Sum of the annual total prices for 3 years)				\$ 270,984.00					

Section 3: Total Bid Pricing

Total Bid Price (Sum of the subtotals of Section 1 + Section 2.1 + Section 2.2) in figure	\$ 444,984.00
Total Bid Price (Sum of the subtotals of Section 1 + Section 2.1 + Section 2.2) in words	FOUR HUNDRED & FORTY FOUR THOUSAND NINE HUNDRED & EIGHTY FOUR DOLLARS AND 00/100

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

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the "Key Project Information" section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Undersigned Bidder certifies under the penalties of perjury that:

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

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

in which case the reasons for rejection were as follows:

The Undersigned Bidder 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 20th day of May, 20 19.

Name of Company/Individual:


M. NEVES INC.

Mark Anthony Neves

Address, City, State, Zip:

74 Gabley Ave

Dorchester MA 01942

Tel # <u>774 501 8777</u>	Email: <u>Mark@mneverinc.com</u>
Name and Title of Person Signing	<u>Mark Anthony Nevel Secretary</u>
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 <u> </u> #2 <u> </u> #3 <u> </u> #4 <u> </u> #5 <u> </u> #6 <u> </u> #7 <u> </u> #8 <u> </u> #9 <u> </u> #10 <u> </u>	

Appendix C
Forms

Form: _____
Contract Number: _____

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

M. NEVES INC.

(Insert Full Name of Corporation)

2. I hereby certify that the following individual MARK ANTHONY NEVES
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected President / Secretary of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on 4/26/21
(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

Mark Anthony Neves

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

President

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: MARK ANTHONY NEVES

Printed Title: President

Date: 4/26/21

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



William Francis Galvin
Secretary of the
Commonwealth

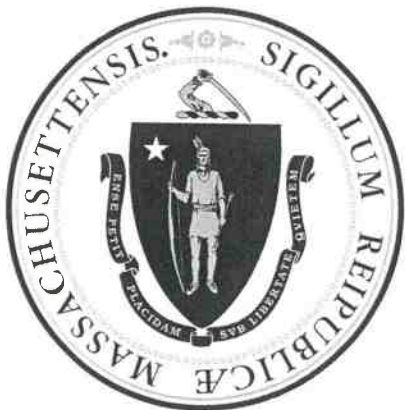
The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: April 30, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,
M NEVES INC.

is a domestic corporation organized on **June 01, 2010** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

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

Secretary of the Commonwealth

Certificate Number: 21050004280

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

Processed by: NMa



AIA Document A312™ – 2010

Payment Bond

Bond No. UCSX2X3610

CONTRACTOR:

(Name, legal status and address)

M. Neves Inc.
78 Gidley Rd
Dartmouth, MA 02747

OWNER:

(Name, legal status and address)

City of Somerville
93 Highland Avenue
Somerville, MA 02143

CONSTRUCTION CONTRACT

Date: June 1, 2021

Amount: \$250,000.00

Description:

(Name and location)

Landscaping Services for the City

SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company
292 Newbury St., # 105
Boston, MA 02115

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: June 1, 2021

(Not earlier than Construction Contract Date)

Amount: \$125,000.00

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
M. Neves Inc.

Signature: _____

Name Mark Neves

and Title: President

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

SURETY

Company: (Corporate Seal)
United Casualty and Surety Insurance Company

Signature: _____

Name Stephen P. Gill

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cross Insurance-Wakefield, Inc.
401 Edgewater Place, Suite 220
Wakefield, MA 01880
(978)887-4900

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)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 172064

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Michael J. Regan, Stephen P. Gill, Laurence R. Hall, Robert Sennott and Vincent Thorne

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 13th day of December, 2019.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Joel R. Chachkes
 Joel R. Chachkes, Treasurer

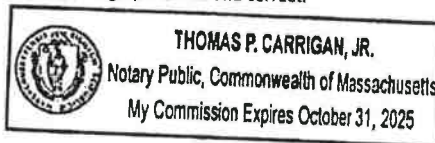
Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 13th day of December, 2019, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Thomas P. Carrigan, Jr. (Seal)
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 1st day of

June, 2021

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, Chief Operating Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM



SOMERVILLE ORDINANCE TO SAFEGUARD

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

VULNERABLE ROAD USERS

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

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.

a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.

b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.

2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.

a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.

3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.

a. Inspection stickers are not transferable.

b. Any major overhaul of safeguard equipment shall be required to be re-inspected.

4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.

a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.

b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.

5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at: fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

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

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

Authorized Signatory's Name

4/20/21

Date

M. Nunez

Company Name

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

☒ Vehicles do not meet or exceed Class 3 GVWR

☐ Vehicles do not exceed 15 MPH

☐ No vehicles on project

☐ Other: _____

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.



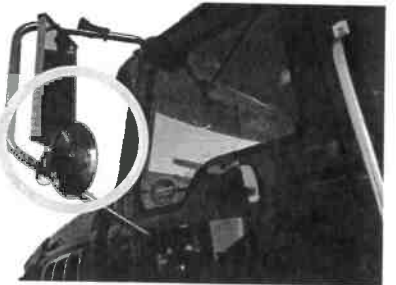
SIDE-VISIBLE TURN SIGNALS

- 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 feet of or along side of the vehicle.



CROSS-OVER MIRRORS

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

SAFETY DECALS

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

COMMON QUESTIONS

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

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

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

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

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

REGISTER FOR AN INSPECTION

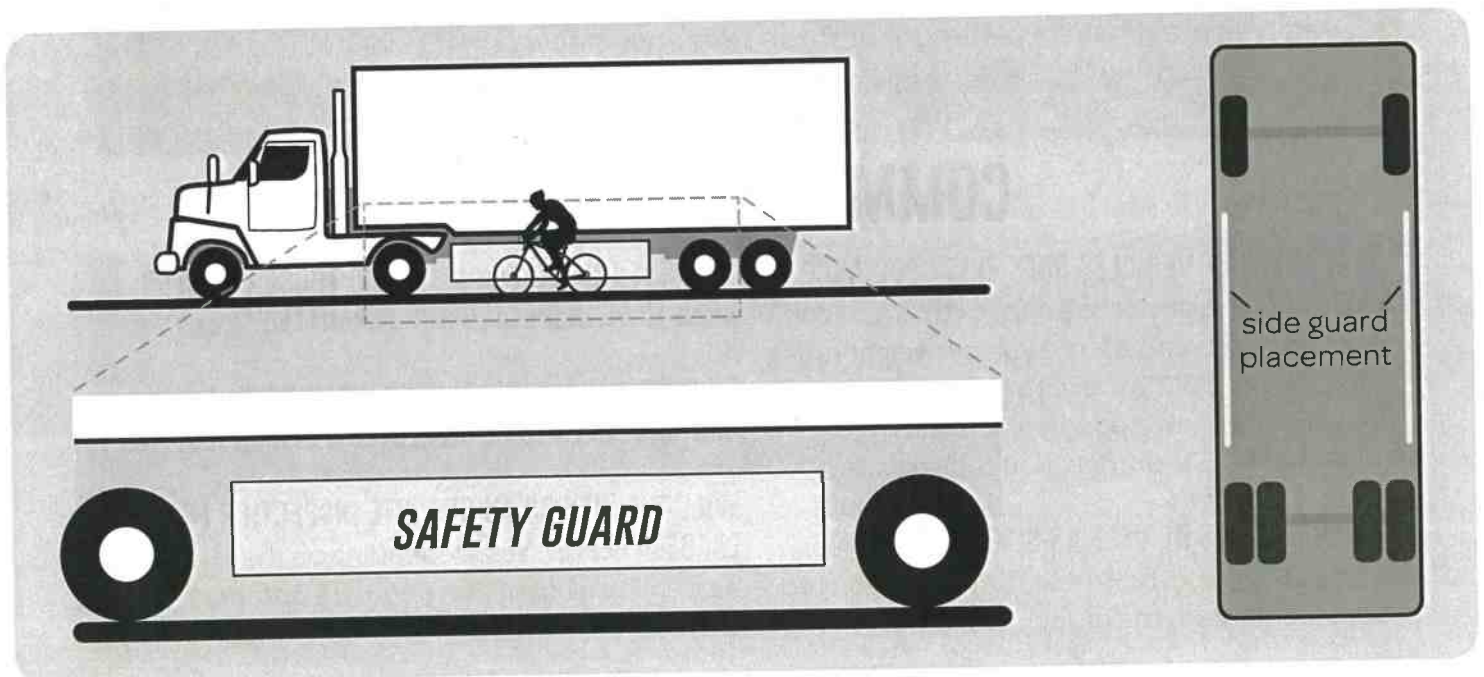
Email inspection forms to: FleetInspections@SomervilleMA.gov



CITY OF SOMERVILLE 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.



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.....\$ One Million

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

Certificate Should Be Made Out To:

City Of Somerville
c/o 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)

5/1/21

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 have ADDITIONAL INSURED provisions or 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

Cross Insurance-Wakefield
401 Edgewater Place Suite 220

Wakefield

MA 01880

INSURED

M. Neves Inc.
78 Gidley Town Rd

North Dartmouth

MA 02747

CONTACT NAME: Stephen Gill

PHONE (A/C, No, Ext): (781) 914-1000

FAX (A/C, No): (781) 224-5777

E-MAIL ADDRESS: sgill@crossagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Commerce Ins Co

34754

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2091133391

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
A	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	Y	08/22/2020	08/22/2021	BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
						\$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

City of Somerville is included as Additional Insured with respect to Auto Liability as required by written contract.

CERTIFICATE HOLDER

City Somerville

c/o Purchasing Department

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/21

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 have ADDITIONAL INSURED provisions or 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 Gaslamp Insurance Services 2244 Faraday Avenue, #125 Carlsbad CA 92008		CONTACT NAME: Customer Service Department PHONE (A/C, No, Ext): (760) 429-2953 FAX (A/C, No): (800) 920-4107 E-MAIL ADDRESS: support4@gaslampinsurance.com	
INSURED M Neves Inc. 78 Gidley Town Road North Dartmouth MA 02747		INSURER(S) AFFORDING COVERAGE INSURER A: AmGUARD Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42390	

COVERAGES**CERTIFICATE NUMBER:** BOP/UM 20-21**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	MABP133039	12/02/2020	12/02/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ N/A</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ Included</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ N/A	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ Included	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
	EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ N/A																					
MED EXP (Any one person)	\$ 5,000																					
PERSONAL & ADV INJURY	\$ Included																					
GENERAL AGGREGATE	\$ 2,000,000																					
PRODUCTS - COMP/OP AGG	\$ 2,000,000																					
	\$																					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		MNUM140027	12/02/2020	12/02/2021	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$
	COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																					
BODILY INJURY (Per accident)	\$																					
PROPERTY DAMAGE (Per accident)	\$																					
	\$																					
EACH OCCURRENCE	\$ 3,000,000																					
AGGREGATE	\$ 3,000,000																					
	\$																					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$								
	PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																					
E.L. DISEASE - EA EMPLOYEE	\$																					
E.L. DISEASE - POLICY LIMIT	\$																					
A	Property Coverage		MABP133039	12/02/2020	12/02/2021	<table border="1"><tr><td>Limit</td><td>Included</td></tr><tr><td>Tools</td><td>3,000/9,000</td></tr></table>	Limit	Included	Tools	3,000/9,000												
Limit	Included																					
Tools	3,000/9,000																					

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

Certificate Holder is named as Additional Insured, to the extent provided in the attached form(s).

Additional Insured status is subject to all policy terms, exclusions and conditions

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SOMERVILLE c/o PURCHASING DEPARTMENT 93 HIGHLAND AVE SOMERVILLE MA 02143	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
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05.1.21

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

CROSS INSURANCE - WAKEFIELD INC

401 EDGEWATER PLACE STE 220

WAKEFIELD

MA 01880

CONTACT
NAME: Sue PetroPHONE
(A/C, No, Ext): (781) 914-1000FAX
(A/C, No):E-MAIL
ADDRESS: spetro@crossagency.com**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: TRAVELERS PROPERTY CAS CO OF AM

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

M NEVES INC

78 GIDLEY TOWN RD

DARTMOUTH

MA 02747

COVERAGES

CERTIFICATE NUMBER: 624515

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N/A			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	7PJUB5N29273821	01/05/2021	01/05/2022 X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDERCity of Somerville
93 Highland Ave

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

Daniel M. Crowley
Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/08/2021



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 7/1/2021 "Living Wage" shall be deemed to be an hourly wage of no less than **\$15.46** 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: _____

CITY OF SOMERVILLE

Rev. 04/08/2021


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

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

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

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

CERTIFIED BY:

Signature: 
(Duly Authorized Representative of Vendor)

Title: President

Name of Vendor: M. NEVET INC

Date: 4/26/21

Form: _____

CITY OF SOMERVILLE

Rev. 04/08/2021

Contract Number: _____

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 7/1/2021 is **\$15.46** 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.

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 th 7th day of May, 2021

On behalf of M.NEVES INC.
(Name of Successful Bidder)

78 Gidley Town Rd. Dartmouth, Ma.
(Address and telephone of Successful Bidder)

Mark Anthony Neves
(Name and title of person signing statement)

By: 
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

In accordance with M.G.L. 30, Section 39R I, Diane Lopes
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)

Diane Lopes Income Tax

43 Nash Rd. New Bedford Ma.

508 992-0272
(Business name, address and telephone number)



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: M. NEVES INC.

Date: 5/20/19

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: M. Neves Inc.

Social Security Number or Federal Tax ID#: 272753634

Date: 5/20/19

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 11/14/2014



OSHA GENERAL CONTRACTOR CERTIFICATION FORM


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

GENERAL CONTRACTOR'S CERTIFICATION – BID FORM

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

(1) certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

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

Signature: 
(Individual Submitting Bid)
Duly Authorized

Name of Business or Entity: M. NEVES INC.

Date: 5/20/19

RETURN THIS FORM WITH YOUR BID

REFERENCE FORMBidder: M. NEVES INC.BID# / Title: IFB #19-80 LANDSCAPINGReference: UMASS BIOCARS Contact: JOEL PENNYAddress: 1240 INNOVATION WAY Phone: 781-603-6595
FR. MA. Email: _____

Description and date(s) of supplies or services provided: _____

Landscaping 2015 - CurrentReference: MBTA Contact: Peter FurlanoAddress: Multiple Phone: 781-443-3770
Email: _____

Description and date(s) of supplies or services provided: _____

Landscaping & Snow 2012 - CurrentReference: Brown University Contact: John AlzommarAddress: Providence, RI Phone: _____
Email: _____

Description and date(s) of supplies or services provided: _____

Masonry, Landscaping, SITE WORK ETC.
2016 - Current

REFERENCE FORMBidder: M. NEVES INC.BID#/ Title: IFB # 19-80 LANDSCAPINGReference: Boston Prep School Contact: Kirk BalcomAddress: Hynes park Phone: 508-326-9622

Email: _____

Description and date(s) of supplies or services provided: _____

Landscaping & masonryReference: Simon Properties Contact: Ron NorwoodAddress: Clinton Ct. & Phone: 401-632-7378Wrentham Ma Email: _____

Description and date(s) of supplies or services provided: _____

Landscaping, Site, misc.Reference: Newton Housing Contact: Christine LumanAddress: Newton Ma Phone: 508-561-3825(multiple) Email: _____

Description and date(s) of supplies or services provided: _____

Landscaping

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

April 26th, 2021

I, Mark Anthony Neri, President
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

M. Neri Inc. on the Simurik
(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 President

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentices 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 Apprentices Standards.	No apprentices are identified above	

Page _____ of _____

Date Received by Awarding Authority
/ /



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: City of Somerville
Contract Number: 190329
Description of Work: MULTI-YEAR ANNUAL UPDATE TO JOB ID: 20190513-005 Construction Related Landscaping Services for the City
City/Town: SOMERVILLE
Job Location: Various locations in the city

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **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/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction (2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2020	\$36.25	\$12.91	\$14.82	\$0.00	\$63.98
	06/01/2021	\$37.05	\$12.91	\$14.82	\$0.00	\$64.78
	08/01/2021	\$37.05	\$13.41	\$14.82	\$0.00	\$65.28
	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2020	\$36.32	\$12.91	\$14.82	\$0.00	\$64.05
	06/01/2021	\$37.12	\$12.91	\$14.82	\$0.00	\$64.85
	08/01/2021	\$37.12	\$13.41	\$14.82	\$0.00	\$65.35
	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2020	\$36.44	\$12.91	\$14.82	\$0.00	\$64.17
	06/01/2021	\$37.24	\$12.91	\$14.82	\$0.00	\$64.97
	08/01/2021	\$37.24	\$13.41	\$14.82	\$0.00	\$65.47
	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57

For apprentice rates see "Apprentice- PILE DRIVER"

AIR TRACK OPERATOR LABORERS - ZONE 1	12/01/2020	\$40.65	\$8.60	\$17.32	\$0.00	\$66.57
	06/01/2021	\$41.67	\$8.60	\$17.32	\$0.00	\$67.59
	12/01/2021	\$42.68	\$8.60	\$17.32	\$0.00	\$68.60
	06/01/2022	\$43.68	\$8.60	\$17.32	\$0.00	\$69.60
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2020	\$44.68	\$8.60	\$17.32	\$0.00	\$70.60
	06/01/2021	\$45.68	\$8.60	\$17.32	\$0.00	\$71.60
	12/01/2021	\$46.68	\$8.60	\$17.32	\$0.00	\$72.60
	06/01/2022	\$47.68	\$8.60	\$17.32	\$0.00	\$73.60

For apprentice rates see "Apprentice- LABORER"

ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATIONS LOCAL 4 (BOSTON)	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
	06/01/2021	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	12/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	06/01/2022	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10

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

ASPHALT RAKER LABORERS - ZONE 1	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2020	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
	06/01/2021	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
	12/01/2021	\$46.18	\$8.60	\$17.32	\$0.00	\$72.10
	06/01/2022	\$47.18	\$8.60	\$17.32	\$0.00	\$73.10

For apprentice rates see "Apprentice- LABORER"

ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10

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

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) ROCKLANDERS LOCAL 3 (BOSTON)	02/01/2021	\$55.75	\$11.39	\$22.09	\$0.00	\$89.23
	08/01/2021	\$57.15	\$11.39	\$22.25	\$0.00	\$90.79
	02/01/2022	\$57.74	\$11.39	\$22.25	\$0.00	\$91.38
	02/01/2023	\$58.33	\$11.39	\$22.25	\$0.00	\$91.97

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
	06/01/2022	\$53.48	\$13.50	\$15.70	\$0.00	\$82.68
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	12/01/2020	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
	06/01/2021	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
	12/01/2021	\$46.18	\$8.60	\$17.32	\$0.00	\$72.10
	06/01/2022	\$47.18	\$8.60	\$17.32	\$0.00	\$73.10

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 1	12/01/2020	\$40.65	\$8.60	\$17.32	\$0.00	\$66.57
	06/01/2021	\$41.67	\$8.60	\$17.32	\$0.00	\$67.59
	12/01/2021	\$42.68	\$8.60	\$17.32	\$0.00	\$68.60
	06/01/2022	\$43.68	\$8.60	\$17.32	\$0.00	\$69.60
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2020	\$44.68	\$8.60	\$17.32	\$0.00	\$70.60
	06/01/2021	\$45.68	\$8.60	\$17.32	\$0.00	\$71.60
	12/01/2021	\$46.68	\$8.60	\$17.32	\$0.00	\$72.60
	06/01/2022	\$47.68	\$8.60	\$17.32	\$0.00	\$73.60

For apprentice rates see "Apprentice- LABORER"

BOILER MAKER BOILERMAKERS LOCAL 29	12/01/2020	\$40.65	\$8.60	\$17.32	\$0.00	\$66.57
	06/01/2021	\$41.67	\$8.60	\$17.32	\$0.00	\$67.59
	12/01/2021	\$42.68	\$8.60	\$17.32	\$0.00	\$68.60
	06/01/2022	\$43.68	\$8.60	\$17.32	\$0.00	\$69.60

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

BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15
	06/01/2021	\$47.10	\$7.07	\$18.18	\$0.00	\$72.35
	12/01/2021	\$48.10	\$7.07	\$18.38	\$0.00	\$73.55
	06/01/2022	\$49.10	\$7.07	\$18.58	\$0.00	\$74.75

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

Apprentice - BOILERMAKER - Local 29	Effective Date - 01/01/2020	Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
		2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
		3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
		4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
		6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
		7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
		8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice- BRICK/PLASTER/CEMENT MASON - Local 3 Boston						
Effective Date - 02/01/2021	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Step percent						
1 50	\$27.88	\$11.39	\$22.09	\$0.00	\$61.36	
2 60	\$33.45	\$11.39	\$22.09	\$0.00	\$66.93	
3 70	\$39.03	\$11.39	\$22.09	\$0.00	\$72.51	
4 80	\$44.60	\$10.75	\$22.09	\$0.00	\$77.44	
5 90	\$50.18	\$10.75	\$22.09	\$0.00	\$83.02	
Apprentice - 08/01/2021						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 50	\$28.58	\$11.39	\$22.25	\$0.00	\$62.22	
2 60	\$34.29	\$11.39	\$22.25	\$0.00	\$67.93	
3 70	\$40.01	\$11.39	\$22.25	\$0.00	\$73.65	
4 80	\$45.72	\$10.75	\$22.25	\$0.00	\$78.72	
5 90	\$51.44	\$10.75	\$22.25	\$0.00	\$84.44	
Notes:						
Apprentice to Journeyworker Ratio:1:5						
BULLDOZER/GRADER/SCRAPER						
OPERATING ENGINEERS LOCAL 4						
For apprentices rates see "Apprentice- OPERATING ENGINEERS"						
Effective Date - 12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65	
06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74	
12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88	
CAISSON & UNDERPINNING BOTTOM MAN						
LABORERS - FOUNDATION AND MARINE						
Effective Date - 12/01/2020	\$41.05	\$8.60	\$17.47	\$0.00	\$67.12	
06/01/2021	\$42.07	\$8.60	\$17.47	\$0.00	\$68.14	
12/01/2021	\$43.08	\$8.60	\$17.47	\$0.00	\$69.15	
CAISSON & UNDERPINNING LABORER						
LABORERS - FOUNDATION AND MARINE						
Effective Date - 12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97	
06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99	
12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00	
CAISSON & UNDERPINNING TOP MAN						
LABORERS - FOUNDATION AND MARINE						
Effective Date - 12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97	
06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99	
12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00	
CARBIDE CORE DRILL OPERATOR						
LABORERS - ZONE 1						
Effective Date - 12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07	
06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09	
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10	
06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10	
12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10	
06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10	
12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35	
For apprentices rates see "Apprentice- LABORER"						

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CARPENTER - Zone 1 Metro Boston						
CARPENTER	Effective Date - 03/01/2021					
CARPENTERS -ZONE 1 (Metro Boston)	Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1 50	\$26.19	\$9.40	\$1.73	\$0.00	\$37.32
	2 60	\$31.43	\$9.40	\$1.73	\$0.00	\$42.56
	3 70	\$36.67	\$9.40	\$1.76	\$0.00	\$59.83
	4 75	\$39.29	\$9.40	\$1.76	\$0.00	\$62.45
	5 80	\$41.90	\$9.40	\$15.49	\$0.00	\$66.79
	6 80	\$41.90	\$9.40	\$15.49	\$0.00	\$66.79
	7 90	\$47.14	\$9.40	\$17.22	\$0.00	\$73.76
	8 90	\$47.14	\$9.40	\$17.22	\$0.00	\$73.76
Notes:						
% Indentured After 10/1/17: 45/45/55/57/70/80/80						
Step 1&2 \$34.70/ 3&4 \$41.61/ 5&6 \$61.56/ 7&8 \$68.52						
Apprentice to Journeyworker Ratio:1:5						
CARPENTER WOOD FRAME						
CARPENTERS -ZONE 1 (Wood Frame)						
	04/01/2021	\$33.29	\$7.21	\$8.80	\$0.00	\$49.30
	10/01/2021	\$33.89	\$7.21	\$8.80	\$0.00	\$49.90
	04/01/2022	\$34.54	\$7.21	\$8.80	\$0.00	\$50.55
	10/01/2022	\$35.14	\$7.21	\$8.80	\$0.00	\$51.15
	04/01/2023	\$35.79	\$7.21	\$8.80	\$0.00	\$51.80
All Aspects of New Wood Frame Work						

Classification

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CARPENTER (Wood Frame) - Zone 1						
Effective Date - 04/01/2021						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 60	\$19.97	\$7.07	\$0.00	\$0.00	\$27.04	
2 60	\$19.97	\$7.07	\$0.00	\$0.00	\$27.04	
3 65	\$21.64	\$7.07	\$2.00	\$0.00	\$30.71	
4 70	\$23.30	\$7.07	\$2.00	\$0.00	\$32.37	
5 75	\$24.97	\$7.07	\$6.80	\$0.00	\$38.84	
6 80	\$26.63	\$7.07	\$6.80	\$0.00	\$40.50	
7 85	\$28.30	\$7.07	\$7.80	\$0.00	\$43.17	
8 90	\$29.96	\$7.07	\$7.80	\$0.00	\$44.83	
Effective Date - 10/01/2021						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 60	\$20.33	\$7.07	\$0.00	\$0.00	\$27.40	
2 60	\$20.33	\$7.07	\$0.00	\$0.00	\$27.40	
3 65	\$22.03	\$7.07	\$2.00	\$0.00	\$31.10	
4 70	\$23.72	\$7.07	\$2.00	\$0.00	\$32.79	
5 75	\$25.42	\$7.07	\$6.80	\$0.00	\$39.29	
6 80	\$27.11	\$7.07	\$6.80	\$0.00	\$40.98	
7 85	\$28.81	\$7.07	\$7.80	\$0.00	\$43.68	
8 90	\$30.50	\$7.07	\$7.80	\$0.00	\$45.37	

Notes:

% Indentured After 10/1/17: 45/45/55/55/70/70/80/80
Step 1&2 \$22.05/ 3&4 \$27.38/ 5&6 \$37.17/ 7&8 \$41.50

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING

BRICKLAYERS LOCAL 3 (BOSTON)

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

Effective Date - 01/01/2020	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1 50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2 60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3 65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4 70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5 75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6 80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7 90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 6 of 35

Classification

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 1	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
	12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
	06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
	12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/LURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2020	\$50.98	\$13.50	\$15.70	\$0.00	\$80.18
	06/01/2021	\$52.08	\$13.50	\$15.70	\$0.00	\$81.28
	12/01/2021	\$53.23	\$13.50	\$15.70	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.34	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DEALER (BRIDGE) PAINTERS LOCAL 35 - ZONE 1	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1 50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2 55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3 60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4 65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5 70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6 75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7 80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8 90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN
LABORERS - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25

For apprentice rates see "Apprentice-LABORER"

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 7 of 35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$46.83	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTERS/SAWYER LABORERS - ZONE 1	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$46.83	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 36 (ZONE 1)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER PILE DRIVER LOCAL 36 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 36 (ZONE 1)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER SLURRY (EFFLUENT) PILE DRIVER LOCAL 36 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103
Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.16	\$13.00	\$0.66	\$0.00	\$35.82
2	40	\$22.16	\$13.00	\$0.66	\$0.00	\$35.82
3	45	\$24.93	\$13.00	\$1.13	\$0.00	\$39.06
4	45	\$24.93	\$13.00	\$1.13	\$0.00	\$39.06
5	50	\$27.71	\$13.00	\$1.57	\$0.00	\$42.28
6	55	\$30.48	\$13.00	\$1.61	\$0.00	\$45.49
7	60	\$33.25	\$13.00	\$1.66	\$0.00	\$48.71
8	65	\$36.02	\$13.00	\$1.90	\$0.00	\$51.92
9	70	\$38.79	\$13.00	\$1.74	\$0.00	\$54.53
10	75	\$41.56	\$13.00	\$1.80	\$0.00	\$57.36

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.74	\$13.00	\$0.68	\$0.00	\$36.42
2	40	\$22.74	\$13.00	\$0.68	\$0.00	\$36.42
3	45	\$25.58	\$13.00	\$1.15	\$0.00	\$39.73
4	45	\$25.58	\$13.00	\$1.15	\$0.00	\$39.73
5	50	\$28.42	\$13.00	\$1.59	\$0.00	\$43.01
6	55	\$31.26	\$13.00	\$1.64	\$0.00	\$46.30
7	60	\$34.10	\$13.00	\$1.68	\$0.00	\$49.78
8	65	\$36.95	\$13.00	\$1.93	\$0.00	\$53.88
9	70	\$39.79	\$13.00	\$1.77	\$0.00	\$56.56
10	75	\$42.63	\$13.00	\$1.83	\$0.00	\$59.46

Notes:

App Prior 1/1/03: 30/35/40/45/50/55/60/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4
Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.74	\$15.88	\$0.00	\$0.00	\$47.62
2	55	\$34.91	\$15.88	\$19.31	\$0.00	\$70.10
3	65	\$41.26	\$15.88	\$19.31	\$0.00	\$76.45
4	70	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
5	80	\$50.78	\$15.88	\$19.31	\$0.00	\$85.97

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER
ELEVATOR CONSTRUCTORS LOCAL 4

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR
LABORERS - ZONE 1

01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

Notes:

App Prior 1/1/03: 30/35/40/45/50/55/60/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 10 of 35

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 11 of 35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG ROD PERSON-BLDG.SITE.HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2021	\$22.91	\$13.50	\$15.70	\$0.00	\$52.11
	11/01/2021	\$23.51	\$13.50	\$15.70	\$0.00	\$52.71
	05/01/2022	\$24.18	\$13.50	\$15.70	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
For apprentice rates see "Apprentice- ELECTRICIAN"	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84
	03/01/2021	\$42.11	\$13.00	\$17.88	\$0.00	\$72.99
	09/01/2021	\$43.77	\$13.00	\$18.00	\$0.00	\$74.77
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 103	03/01/2022	\$45.27	\$13.00	\$18.12	\$0.00	\$76.39
	09/01/2022	\$46.99	\$13.00	\$18.24	\$0.00	\$78.23
	03/01/2023	\$48.54	\$13.00	\$18.37	\$0.00	\$79.91
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2020	\$40.75	\$13.50	\$15.70	\$0.00	\$69.95
	06/01/2021	\$41.66	\$13.50	\$15.70	\$0.00	\$70.86
	12/01/2021	\$42.61	\$13.50	\$15.70	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2020	\$24.50	\$8.60	\$17.32	\$0.00	\$50.42
	06/01/2021	\$24.50	\$8.60	\$17.32	\$0.00	\$50.42
	12/01/2021	\$24.50	\$8.60	\$17.32	\$0.00	\$50.42
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2021	\$48.59	\$9.40	\$19.25	\$0.00	\$77.24
	09/01/2021	\$49.39	\$9.40	\$19.25	\$0.00	\$78.04
	03/01/2022	\$50.19	\$9.40	\$19.25	\$0.00	\$78.84

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - FLOORCOVERER- Local 2168 Zone I						
Effective Date - 03/01/2021	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment
	1	50	\$24.30	\$9.40	\$1.79	\$0.00
	2	55	\$26.72	\$9.40	\$1.79	\$0.00
	3	60	\$29.15	\$9.40	\$13.88	\$0.00
	4	65	\$31.58	\$9.40	\$13.88	\$0.00
	5	70	\$34.01	\$9.40	\$15.67	\$0.00
	6	75	\$36.44	\$9.40	\$15.67	\$0.00
	7	80	\$38.87	\$9.40	\$17.46	\$0.00
	8	85	\$41.30	\$9.40	\$17.46	\$0.00
Effective Date- 09/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$24.70	\$9.40	\$1.79	\$0.00
	2	55	\$27.16	\$9.40	\$1.79	\$0.00
	3	60	\$29.63	\$9.40	\$13.88	\$0.00
	4	65	\$32.10	\$9.40	\$13.88	\$0.00
	5	70	\$34.57	\$9.40	\$15.67	\$0.00
	6	75	\$37.04	\$9.40	\$15.67	\$0.00
	7	80	\$39.51	\$9.40	\$17.46	\$0.00
	8	85	\$41.98	\$9.40	\$17.46	\$0.00
Notes: Steps are 750 hrs % After 09/1/17: 45/45/55/55/70/70/80/80 (1500hr Steps) Step 1&2 \$33.03/3&4 \$39.64/5&6 \$59.08/7&8 \$65.73						
Apprentice to Journeyworker Ratio:1:1						
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/TEACHERS OPERATING ENGINEERS LOCAL 4	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE I)	01/01/2021	\$47.35	\$8.25	\$22.75	\$0.00	\$78.35

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 1

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.68	\$8.25	\$0.00	\$0.00	\$31.93
2	55	\$26.04	\$8.25	\$6.16	\$0.00	\$40.45
3	60	\$28.41	\$8.25	\$6.72	\$0.00	\$43.38
4	65	\$30.78	\$8.25	\$7.28	\$0.00	\$46.31
5	70	\$33.15	\$8.25	\$19.39	\$0.00	\$60.79
6	75	\$35.51	\$8.25	\$19.95	\$0.00	\$63.71
7	80	\$37.88	\$8.25	\$20.51	\$0.00	\$66.64
8	90	\$42.62	\$8.25	\$21.63	\$0.00	\$72.50

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/Cranes/GRADALLS

OPERATING ENGINEERS LOCAL 4

12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.49	\$13.50	\$0.00	\$0.00	\$40.99
2	60	\$29.99	\$13.50	\$15.70	\$0.00	\$59.19
3	65	\$32.49	\$13.50	\$15.70	\$0.00	\$61.69
4	70	\$34.99	\$13.50	\$15.70	\$0.00	\$64.19
5	75	\$37.49	\$13.50	\$15.70	\$0.00	\$66.69
6	80	\$39.98	\$13.50	\$15.70	\$0.00	\$69.18
7	85	\$42.48	\$13.50	\$15.70	\$0.00	\$71.68
8	90	\$44.98	\$13.50	\$15.70	\$0.00	\$74.18

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.09	\$13.50	\$0.00	\$0.00	\$41.59
2	60	\$30.65	\$13.50	\$15.70	\$0.00	\$59.85
3	65	\$33.20	\$13.50	\$15.70	\$0.00	\$62.40
4	70	\$35.76	\$13.50	\$15.70	\$0.00	\$64.96
5	75	\$38.31	\$13.50	\$15.70	\$0.00	\$67.51
6	80	\$40.86	\$13.50	\$15.70	\$0.00	\$70.06
7	85	\$43.42	\$13.50	\$15.70	\$0.00	\$72.62
8	90	\$45.97	\$13.50	\$15.70	\$0.00	\$75.17

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)

SHEETMETAL WORKERS LOCAL 17 - A

02/01/2021	\$51.67	\$13.65	\$24.57	\$2.70	\$92.59
08/01/2021	\$53.42	\$13.65	\$24.57	\$2.75	\$94.39
02/01/2022	\$55.17	\$13.65	\$24.57	\$2.80	\$96.19

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)

ELECTRICIANS LOCAL 101

03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)

SHEETMETAL WORKERS LOCAL 17 - A

02/01/2021	\$51.67	\$13.65	\$24.57	\$2.70	\$92.59
08/01/2021	\$53.42	\$13.65	\$24.57	\$2.75	\$94.39
02/01/2022	\$55.17	\$13.65	\$24.57	\$2.80	\$96.19

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER)

PIPEFITTERS LOCAL 537

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

03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 14 of 35

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 15 of 35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice-PIPEFITTER" or "PLUMBER-PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 1	12/01/2020	\$40.65	\$8.60	\$17.32	\$0.00	\$66.57
	06/01/2021	\$41.67	\$8.60	\$17.32	\$0.00	\$67.59
	12/01/2021	\$42.68	\$8.60	\$17.32	\$0.00	\$68.60
	06/01/2022	\$43.68	\$8.60	\$17.32	\$0.00	\$69.60
	12/01/2022	\$44.68	\$8.60	\$17.32	\$0.00	\$70.60
	06/01/2023	\$45.68	\$8.60	\$17.32	\$0.00	\$71.60
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$46.93	\$8.60	\$17.32	\$0.00	\$72.85
	12/01/2020	\$40.65	\$8.60	\$17.32	\$0.00	\$66.57
	06/01/2021	\$41.67	\$8.60	\$17.32	\$0.00	\$67.59
	12/01/2021	\$42.68	\$8.60	\$17.32	\$0.00	\$68.60
	09/01/2020	\$49.00	\$13.80	\$17.14	\$0.00	\$79.94
	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79
	09/01/2020	\$24.50	\$13.80	\$12.42	\$0.00	\$50.72
	06/01/2021	\$29.40	\$13.80	\$13.36	\$0.00	\$56.56
	12/01/2021	\$34.30	\$13.80	\$14.31	\$0.00	\$62.41
	06/01/2022	\$39.20	\$13.80	\$15.25	\$0.00	\$68.25
	12/01/2022	\$44.12	\$13.80	\$15.25	\$0.00	\$73.17
For apprentice rates see "Apprentice-LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2020	\$24.50	\$13.80	\$12.42	\$0.00	\$50.72
	06/01/2021	\$29.40	\$13.80	\$13.36	\$0.00	\$56.56
	12/01/2021	\$34.30	\$13.80	\$14.31	\$0.00	\$62.41
	06/01/2022	\$39.20	\$13.80	\$15.25	\$0.00	\$68.25
	12/01/2022	\$44.12	\$13.80	\$15.25	\$0.00	\$73.17
	09/01/2021	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	09/16/2020	\$48.66	\$8.10	\$25.10	\$0.00	\$81.86
	12/01/2020	\$49.67	\$8.10	\$25.10	\$0.00	\$82.87
	06/01/2021	\$50.68	\$8.10	\$25.10	\$0.00	\$83.88
	12/01/2021	\$51.69	\$8.10	\$25.10	\$0.00	\$84.89
	06/01/2022	\$52.70	\$8.10	\$25.10	\$0.00	\$85.90
	12/01/2022	\$53.71	\$8.10	\$25.10	\$0.00	\$86.91

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio: 1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice-LABORER"						
JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
	12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
	06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
LABORER LABORERS - ZONE 1	12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35
	12/01/2020	\$39.90	\$8.60	\$17.32	\$0.00	\$65.82
	06/01/2021	\$40.92	\$8.60	\$17.32	\$0.00	\$66.84
	12/01/2021	\$41.93	\$8.60	\$17.32	\$0.00	\$67.85
	06/01/2022	\$42.93	\$8.60	\$17.32	\$0.00	\$68.85
	12/01/2022	\$43.93	\$8.60	\$17.32	\$0.00	\$69.85
LABORER LABORERS - ZONE 1	06/01/2023	\$44.93	\$8.60	\$17.32	\$0.00	\$70.85
	12/01/2023	\$46.18	\$8.60	\$17.32	\$0.00	\$72.10
For apprentice rates see "Apprentice-LABORER"						
LABORER LABORERS - ZONE 1	12/01/2020	\$39.90	\$8.60	\$17.32	\$0.00	\$65.82
	06/01/2021	\$40.92	\$8.60	\$17.32	\$0.00	\$66.84
	12/01/2021	\$41.93	\$8.60	\$17.32	\$0.00	\$67.85
	06/01/2022	\$42.93	\$8.60	\$17.32	\$0.00	\$68.85
	12/01/2022	\$43.93	\$8.60	\$17.32	\$0.00	\$69.85
	06/01/2023	\$44.93	\$8.60	\$17.32	\$0.00	\$70.85
LABORER LABORERS - ZONE 1	12/01/2023	\$46.18	\$8.60	\$17.32	\$0.00	\$72.10

Notes:
** Structural 16; Ornamental 1,4
Apprentice to Journeyworker Ratio: **

Classification

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.94	\$8.60	\$17.32	\$0.00	\$49.86
2	70	\$27.93	\$8.60	\$17.32	\$0.00	\$53.85
3	80	\$31.92	\$8.60	\$17.32	\$0.00	\$57.84
4	90	\$35.91	\$8.60	\$17.32	\$0.00	\$61.83

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.55	\$8.60	\$17.32	\$0.00	\$50.47
2	70	\$28.64	\$8.60	\$17.32	\$0.00	\$54.56
3	80	\$32.74	\$8.60	\$17.32	\$0.00	\$58.66
4	90	\$36.83	\$8.60	\$17.32	\$0.00	\$62.75

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)

LABORERS - ZONE 1 (HEAVY & HIGHWAY)

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.94	\$8.60	\$17.32	\$0.00	\$49.86
2	70	\$27.93	\$8.60	\$17.32	\$0.00	\$53.85
3	80	\$31.92	\$8.60	\$17.32	\$0.00	\$57.84
4	90	\$35.91	\$8.60	\$17.32	\$0.00	\$61.83

Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.94	\$8.60	\$17.32	\$0.00	\$49.86
2	70	\$27.93	\$8.60	\$17.32	\$0.00	\$53.85
3	80	\$31.92	\$8.60	\$17.32	\$0.00	\$57.84
4	90	\$35.91	\$8.60	\$17.32	\$0.00	\$61.83

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.55	\$8.60	\$17.32	\$0.00	\$50.47
2	70	\$28.64	\$8.60	\$17.32	\$0.00	\$54.56
3	80	\$32.74	\$8.60	\$17.32	\$0.00	\$58.66
4	90	\$36.83	\$8.60	\$17.32	\$0.00	\$62.75

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification

LABORER CARPENTER TENDER

LABORERS - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$39.90	\$8.60	\$17.32	\$0.00	\$65.82
06/01/2021	\$40.92	\$8.60	\$17.32	\$0.00	\$66.84
12/01/2021	\$41.93	\$8.60	\$17.32	\$0.00	\$67.85
06/01/2022	\$42.93	\$8.60	\$17.32	\$0.00	\$68.85
12/01/2022	\$43.93	\$8.60	\$17.32	\$0.00	\$69.85
06/01/2023	\$44.93	\$8.60	\$17.32	\$0.00	\$70.85
12/01/2023	\$46.18	\$8.60	\$17.32	\$0.00	\$72.10

For apprentice rates see "Apprentice- LABORER"

LABORER CEMENT FINISHER TENDER

LABORERS - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$39.90	\$8.60	\$17.32	\$0.00	\$65.82
06/01/2021	\$40.92	\$8.60	\$17.32	\$0.00	\$66.84
12/01/2021	\$41.93	\$8.60	\$17.32	\$0.00	\$67.85
06/01/2022	\$42.93	\$8.60	\$17.32	\$0.00	\$68.85
12/01/2022	\$43.93	\$8.60	\$17.32	\$0.00	\$69.85
06/01/2023	\$44.93	\$8.60	\$17.32	\$0.00	\$70.85
12/01/2023	\$46.18	\$8.60	\$17.32	\$0.00	\$72.10

For apprentice rates see "Apprentice- LABORER"

LABORER HAZARDOUS WASTE/ASBESTOS REMOVER

LABORERS - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$66.97
06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$68.99
12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$69.00
06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$70.00
12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$71.00
06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

LABORER MASON TENDER

LABORERS - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

LABORER MASON TENDER (HEAVY & HIGHWAY)

LABORERS - ZONE 1 (HEAVY & HIGHWAY)

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10

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

LABORER MULTI-TRADE TENDER

LABORERS - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$39.90	\$8.60	\$17.32	\$0.00	\$65.82
06/01/2021	\$40.92	\$8.60	\$17.32	\$0.00	\$66.84
12/01/2021	\$41.93	\$8.60	\$17.32	\$0.00	\$67.85
06/01/2022	\$42.93	\$8.60	\$17.32	\$0.00	\$68.85
12/01/2022	\$43.93	\$8.60	\$17.32	\$0.00	\$69.85
06/01/2023	\$44.93	\$8.60	\$17.32	\$0.00	\$70.85
12/01/2023	\$46.18	\$8.60	\$17.32	\$0.00	\$72.10

For apprentice rates see "Apprentice- LABORER"

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 01/04/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.24	\$9.40	\$5.58	\$0.00	\$39.22
2	65	\$28.65	\$9.40	\$16.90	\$0.00	\$54.95
3	75	\$33.05	\$9.40	\$17.92	\$0.00	\$60.37
4	85	\$37.46	\$9.40	\$18.93	\$0.00	\$65.79

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.20	\$9.40	\$5.58	\$0.00	\$40.18
2	65	\$29.78	\$9.40	\$16.90	\$0.00	\$56.08
3	75	\$34.37	\$9.40	\$17.92	\$0.00	\$61.69
4	85	\$38.95	\$9.40	\$18.93	\$0.00	\$67.28

Notes: Step 1&2 Appr. indentured after 1/1/2020 receive no pension,
but do receive annuity. (Step 1 \$5.58, Step 2 \$6.50)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER
LABORERS - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$23.20	\$13.50	\$15.70	\$0.00	\$52.40
06/01/2021	\$23.75	\$13.50	\$15.70	\$0.00	\$52.95
12/01/2021	\$24.33	\$13.50	\$15.70	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$27.97	\$13.50	\$15.70	\$0.00	\$57.17
06/01/2021	\$28.61	\$13.50	\$15.70	\$0.00	\$57.81
12/01/2021	\$29.29	\$13.50	\$15.70	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

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

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2021	\$49.75	\$8.25	\$22.75	\$0.00	\$80.75

Apprentice - PAINTER Local 35 Zone 1 - Spray-Sandblast - New

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.88	\$8.25	\$0.00	\$0.00	\$33.13
2	55	\$27.36	\$8.25	\$6.16	\$0.00	\$41.77
3	60	\$29.85	\$8.25	\$6.72	\$0.00	\$44.82
4	65	\$32.34	\$8.25	\$7.28	\$0.00	\$47.87
5	70	\$34.83	\$8.25	\$19.39	\$0.00	\$62.47
6	75	\$37.31	\$8.25	\$19.95	\$0.00	\$65.51
7	80	\$39.80	\$8.25	\$20.51	\$0.00	\$68.56
8	90	\$44.78	\$8.25	\$21.63	\$0.00	\$74.66

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)

PAINTERS LOCAL 35 - ZONE 1

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2021	\$46.81	\$8.25	\$22.75	\$0.00	\$77.81

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	\$23.41	\$8.25	\$0.00	\$0.00	\$31.66
2	55	\$25.75	\$8.25	\$6.16	\$0.00	\$40.16
3	60	\$28.09	\$8.25	\$6.72	\$0.00	\$43.06
4	65	\$30.43	\$8.25	\$7.28	\$0.00	\$45.96
5	70	\$32.77	\$8.25	\$7.84	\$0.00	\$48.86
6	75	\$35.11	\$8.25	\$8.40	\$0.00	\$51.76
7	80	\$37.45	\$8.25	\$8.96	\$0.00	\$54.66
8	90	\$42.13	\$8.25	\$10.16	\$0.00	\$60.54

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.68	\$8.25	\$0.00	\$0.00	\$31.93
2	55	\$26.04	\$8.25	\$6.16	\$0.00	\$40.45
3	60	\$28.41	\$8.25	\$6.72	\$0.00	\$43.38
4	65	\$30.78	\$8.25	\$7.28	\$0.00	\$46.31
5	70	\$33.15	\$8.25	\$7.84	\$0.00	\$49.24
6	75	\$35.51	\$8.25	\$8.40	\$0.00	\$52.16
7	80	\$37.88	\$8.25	\$8.96	\$0.00	\$55.09
8	90	\$42.62	\$8.25	\$10.16	\$0.00	\$61.03

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)
PAINTERS LOCAL 35 - ZONE 1

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.68	\$8.25	\$0.00	\$0.00	\$31.93
2	55	\$26.04	\$8.25	\$6.16	\$0.00	\$40.45
3	60	\$28.41	\$8.25	\$6.72	\$0.00	\$43.38
4	65	\$30.78	\$8.25	\$7.28	\$0.00	\$46.31
5	70	\$33.15	\$8.25	\$7.84	\$0.00	\$49.24
6	75	\$35.51	\$8.25	\$8.40	\$0.00	\$52.16
7	80	\$37.88	\$8.25	\$8.96	\$0.00	\$55.09
8	90	\$42.62	\$8.25	\$10.16	\$0.00	\$61.03

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 24 of 35

Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.71	\$8.25	\$0.00	\$0.00	\$30.96
2	55	\$24.98	\$8.25	\$6.16	\$0.00	\$39.39
3	60	\$27.25	\$8.25	\$6.72	\$0.00	\$42.22
4	65	\$29.52	\$8.25	\$7.28	\$0.00	\$45.05
5	70	\$31.79	\$8.25	\$7.84	\$0.00	\$47.88
6	75	\$34.06	\$8.25	\$8.40	\$0.00	\$50.71
7	80	\$36.33	\$8.25	\$8.96	\$0.00	\$53.54
8	90	\$40.87	\$8.25	\$10.16	\$0.00	\$59.28

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)
LABORERS - ZONE 1 (HEAVY & HIGHWAY)

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.71	\$8.25	\$0.00	\$0.00	\$30.96
2	55	\$24.98	\$8.25	\$6.16	\$0.00	\$39.39
3	60	\$27.25	\$8.25	\$6.72	\$0.00	\$42.22
4	65	\$29.52	\$8.25	\$7.28	\$0.00	\$45.05
5	70	\$31.79	\$8.25	\$7.84	\$0.00	\$47.88
6	75	\$34.06	\$8.25	\$8.40	\$0.00	\$50.71
7	80	\$36.33	\$8.25	\$8.96	\$0.00	\$53.54
8	90	\$40.87	\$8.25	\$10.16	\$0.00	\$59.28

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

PANEL & PICKUP TRUCKS DRIVER

TEAMSTERS JINT COUNCIL NO. 10 ZONE 4

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.71	\$8.25	\$0.00	\$0.00	\$30.96
2	55	\$24.98	\$8.25	\$6.16	\$0.00	\$39.39
3	60	\$27.25	\$8.25	\$6.72	\$0.00	\$42.22
4	65	\$29.52	\$8.25	\$7.28	\$0.00	\$45.05
5	70	\$31.79	\$8.25	\$7.84	\$0.00	\$47.88
6	75	\$34.06	\$8.25	\$8.40	\$0.00	\$50.71
7	80	\$36.33	\$8.25	\$8.96	\$0.00	\$53.54
8	90	\$40.87	\$8.25	\$10.16	\$0.00	\$59.28

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)

PILE DRIVER LOCAL 36 (ZONE 1)

For apprentice rates use "Apprentice - PILE DRIVER"

PILE DRIVER

PILE DRIVER LOCAL 36 (ZONE 1)

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.71	\$8.25	\$0.00	\$0.00	\$30.96
2	55	\$24.98	\$8.25	\$6.16	\$0.00	\$39.39
3	60	\$27.25	\$8.25	\$6.72	\$0.00	\$42.22
4	65	\$29.52	\$8.25	\$7.28	\$0.00	\$45.05
5	70	\$31.79	\$8.25	\$7.84	\$0.00	\$47.88
6	75	\$34.06	\$8.25	\$8.40	\$0.00	\$50.71
7	80	\$36.33	\$8.25	\$8.96	\$0.00	\$53.54
8	90	\$40.87	\$8.25	\$10.16	\$0.00	\$59.28

Wage Request Number: 20210503-075U

Page 25 of 35

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER

PIPEFITTERS LOCAL 337

Effective Date 03/01/2021 \$57.94 \$11.70 \$20.24 \$0.00 \$89.88

Apprentice - PIPEFITTER - Local 337

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29

Notes:

** 1:3, 3:15, 1:10 thereafter / Steps are 1 yr.
Refig/AC Mechanic ** 1:1, 2:2, 4:3, 6:4, 8:5, 10:6, 12:7, 14:8, 17:9, 20:10, 23:(Max)

Apprentice to Journeyworker Ratio: **

PIPELAYER

LABORERS - ZONE 1

Effective Date 12/01/2020 \$40.15 \$8.60 \$17.32 \$0.00 \$66.07

06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)

LABORERS - ZONE 1 (HEAVY & HIGHWAY)

Effective Date 12/01/2020 \$40.15 \$8.60 \$17.32 \$0.00 \$66.07

06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10

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

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 26 of 35

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

PLUMBERS & GASFITTERS

PLUMBERS & GASFITTERS LOCAL 12

Effective Date 03/01/2021 \$60.19 \$13.57 \$17.26 \$0.00 \$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.07	\$13.57	\$6.24	\$0.00	\$40.88
2	40	\$24.08	\$13.57	\$7.08	\$0.00	\$44.73
3	55	\$33.10	\$13.57	\$9.63	\$0.00	\$56.30
4	65	\$39.12	\$13.57	\$11.33	\$0.00	\$64.02
5	75	\$45.14	\$13.57	\$13.03	\$0.00	\$71.74

Notes:

** 1:2, 2:6, 3:10, 4:14, 5:19/Steps are 1 yr
Step4 with lic\$67.89, Steps 5 with lic\$75.59

Apprentice to Journeyworker Ratio: **

PNEUMATIC CONTROLS (TEMP)

PIPEFITTERS LOCAL 337

Effective Date 03/01/2021 \$57.94 \$11.70 \$20.24 \$0.00 \$89.88

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

PNEUMATIC DRILL/TOOL OPERATOR

LABORERS - ZONE 1

Effective Date 12/01/2020 \$40.15 \$8.60 \$17.32 \$0.00 \$66.07

06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)

LABORERS - ZONE 1 (HEAVY & HIGHWAY)

Effective Date 12/01/2020 \$40.15 \$8.60 \$17.32 \$0.00 \$66.07

06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10

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

POWDERMAN & BLASTER

LABORERS - ZONE 1

Effective Date 12/01/2020 \$40.90 \$8.60 \$17.32 \$0.00 \$66.82

06/01/2021	\$41.92	\$8.60	\$17.32	\$0.00	\$67.84
12/01/2021	\$42.93	\$8.60	\$17.32	\$0.00	\$68.85
06/01/2022	\$43.93	\$8.60	\$17.32	\$0.00	\$69.85
12/01/2022	\$44.93	\$8.60	\$17.32	\$0.00	\$70.85
06/01/2023	\$45.93	\$8.60	\$17.32	\$0.00	\$71.85
12/01/2023	\$47.18	\$8.60	\$17.32	\$0.00	\$73.10

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY)

LABORERS - ZONE 1 (HEAVY & HIGHWAY)

Effective Date 12/01/2020 \$40.90 \$8.60 \$17.32 \$0.00 \$66.82

06/01/2021	\$41.92	\$8.60	\$17.32	\$0.00	\$67.84
12/01/2021	\$42.93	\$8.60	\$17.32	\$0.00	\$68.85

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

POWER SHOVEL/DERRICK/TRENCHING MACHINE

OPERATING ENGINEERS LOCAL 4

Effective Date 12/01/2020 \$49.98 \$13.50 \$15.70 \$0.00 \$79.18

06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 26 of 35

Issue Date: 05/03/2021

Wage Request Number: 20210503-075U

Page 27 of 35

Classification

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012) TEAMSTERS 25 (Auto) - Aggregate	05/01/2021	\$29.15	\$10.91	\$15.25	\$0.00	\$55.31
	08/01/2021	\$29.15	\$11.41	\$15.25	\$0.00	\$55.81
	05/01/2022	\$30.40	\$11.41	\$15.25	\$0.00	\$57.06
	08/01/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$57.56
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS 25 (Auto) - Aggregate	05/01/2021	\$33.66	\$10.91	\$15.25	\$0.00	\$59.82
	08/01/2021	\$33.66	\$11.41	\$15.25	\$0.00	\$60.32
	05/01/2022	\$34.41	\$11.41	\$15.25	\$0.00	\$61.07
	08/01/2022	\$34.41	\$11.91	\$15.25	\$0.00	\$61.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RECLAIMERS OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 1	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
	12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
	06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
	12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ROLLERS/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc. Roofer Waterproofing & Roofer Dampproof) ROOFERS LOCAL 33	02/01/2021	\$46.60	\$12.28	\$17.15	\$0.00	\$76.03
	08/01/2021	\$48.03	\$12.28	\$17.15	\$0.00	\$77.46
	02/01/2022	\$49.46	\$12.28	\$17.15	\$0.00	\$78.89

Classification

Apprentice - ROOFER - Local 33							
Effective Date - 02/01/2021							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$23.30	\$12.28	\$4.31	\$0.00	\$39.89	
2	60	\$27.96	\$12.28	\$17.15	\$0.00	\$57.39	
3	65	\$30.29	\$12.28	\$17.15	\$0.00	\$59.72	
4	75	\$34.95	\$12.28	\$17.15	\$0.00	\$64.38	
5	85	\$39.61	\$12.28	\$17.15	\$0.00	\$69.04	
Effective Date - 08/01/2021							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$24.02	\$12.28	\$4.31	\$0.00	\$40.61	
2	60	\$28.82	\$12.28	\$17.15	\$0.00	\$58.25	
3	65	\$31.22	\$12.28	\$17.15	\$0.00	\$60.65	
4	75	\$36.02	\$12.28	\$17.15	\$0.00	\$65.45	
5	85	\$40.83	\$12.28	\$17.15	\$0.00	\$70.26	
Notes: ** 1-5, 2-6-10, the 1-10; Reroofing: 1-4, then 1-1							
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs							
(Hot Pitch Mechanics receive \$1.00 hr. above ROOFER)							
Apprentice to Journeyworker Ratio:**							
ROOFER SLATE / TILE / PRECAST CONCRETE		02/01/2021	\$46.85	\$12.28	\$17.15	\$0.00	\$76.28
ROOFERS LOCAL 33		08/01/2021	\$48.28	\$12.28	\$17.15	\$0.00	\$77.71
		02/01/2022	\$49.71	\$12.28	\$17.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER		02/01/2021	\$51.67	\$13.65	\$24.57	\$2.70	\$92.59
SHEETMETAL WORKERS LOCAL 17 - A		08/01/2021	\$53.42	\$13.65	\$24.57	\$2.75	\$94.39
		02/01/2022	\$55.17	\$13.65	\$24.57	\$2.80	\$96.19

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$21.70	\$13.65	\$5.89	\$0.00	\$41.24
2	42	\$21.70	\$13.65	\$5.89	\$0.00	\$41.24
3	47	\$24.28	\$13.65	\$11.13	\$1.48	\$50.54
4	47	\$24.28	\$13.65	\$11.13	\$1.48	\$50.54
5	52	\$26.87	\$13.65	\$12.08	\$1.58	\$54.18
6	52	\$26.87	\$13.65	\$12.33	\$1.59	\$54.44
7	60	\$31.00	\$13.65	\$13.70	\$1.76	\$60.11
8	65	\$33.59	\$13.65	\$14.65	\$1.88	\$63.77
9	75	\$38.75	\$13.65	\$16.56	\$2.08	\$71.04
10	85	\$43.92	\$13.65	\$17.96	\$2.28	\$77.81

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.44	\$13.65	\$5.89	\$0.00	\$41.98
2	42	\$22.44	\$13.65	\$5.89	\$0.00	\$41.98
3	47	\$25.11	\$13.65	\$11.13	\$1.48	\$51.37
4	47	\$25.11	\$13.65	\$11.13	\$1.48	\$51.37
5	52	\$27.78	\$13.65	\$12.08	\$1.58	\$55.09
6	52	\$27.78	\$13.65	\$12.33	\$1.59	\$55.35
7	60	\$32.05	\$13.65	\$13.70	\$1.76	\$61.16
8	65	\$34.72	\$13.65	\$14.65	\$1.88	\$65.90
9	75	\$40.07	\$13.65	\$16.56	\$2.08	\$72.36
10	85	\$45.41	\$13.65	\$17.96	\$2.28	\$79.30

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE ASPECIALIZED EARTH MOVING EQUIP > 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE ASPRINKLER FITTER
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1

Issue Date: 05/05/2021

Wage Request Number: 20210503-075U

Page 30 of 35

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SPINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.86	\$10.00	\$11.99	\$0.00	\$43.85
2	40	\$24.98	\$10.00	\$12.70	\$0.00	\$47.68
3	45	\$28.10	\$10.00	\$13.41	\$0.00	\$51.51
4	50	\$31.23	\$10.00	\$14.13	\$0.00	\$55.36
5	55	\$34.35	\$10.00	\$14.84	\$0.00	\$59.19
6	60	\$37.47	\$10.00	\$15.55	\$0.00	\$63.02
7	65	\$40.59	\$10.00	\$16.26	\$0.00	\$66.85
8	70	\$43.72	\$10.00	\$16.98	\$0.00	\$70.70
9	75	\$46.84	\$10.00	\$17.69	\$0.00	\$74.53
10	80	\$49.96	\$10.00	\$18.40	\$0.00	\$78.36

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN
ELECTRICIANS LOCAL 103

Issue Date: 05/05/2021

Wage Request Number: 20210503-075U

Page 31 of 35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile						
Effective Date - 02/01/2021	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment
	1	50	\$27.35	\$11.39	\$22.09	\$0.00
	2	60	\$32.81	\$11.39	\$22.09	\$0.00
	3	70	\$38.28	\$11.39	\$22.09	\$0.00
	4	80	\$43.75	\$11.39	\$22.09	\$0.00
	5	90	\$49.22	\$11.39	\$22.09	\$0.00
Effective Date - 08/01/2021						
	1	50	\$28.05	\$11.39	\$22.25	\$0.00
	2	60	\$33.65	\$11.39	\$22.25	\$0.00
	3	70	\$39.26	\$11.39	\$22.25	\$0.00
	4	80	\$44.87	\$11.39	\$22.25	\$0.00
	5	90	\$50.48	\$11.39	\$22.25	\$0.00
Notes:						
Apprentice to Journeyworker Ratio:1:3						
TEST BORING DRILLER						
	12/01/2020		\$41.30	\$8.60	\$17.47	\$0.00
	06/01/2021		\$42.32	\$8.60	\$17.47	\$0.00
	12/01/2021		\$43.33	\$8.60	\$17.47	\$0.00
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER						
	12/01/2020		\$40.02	\$8.60	\$17.47	\$0.00
	06/01/2021		\$41.04	\$8.60	\$17.47	\$0.00
	12/01/2021		\$42.05	\$8.60	\$17.47	\$0.00
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER						
	12/01/2020		\$39.90	\$8.60	\$17.47	\$0.00
	06/01/2021		\$40.92	\$8.60	\$17.47	\$0.00
	12/01/2021		\$41.93	\$8.60	\$17.47	\$0.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS						
	12/01/2020		\$49.45	\$13.50	\$15.70	\$0.00
	06/01/2021		\$50.54	\$13.50	\$15.70	\$0.00
	12/01/2021		\$51.68	\$13.50	\$15.70	\$0.00
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT						
	12/01/2020		\$37.12	\$12.91	\$14.82	\$0.00
	06/01/2021		\$37.92	\$12.91	\$14.82	\$0.00
	08/01/2021		\$37.92	\$13.41	\$14.82	\$0.00
	12/01/2021		\$37.92	\$13.41	\$16.01	\$0.00
TUNNEL WORK - COMPRESSED AIR						
	12/01/2020		\$52.13	\$8.60	\$17.92	\$0.00
	06/01/2021		\$53.15	\$8.60	\$17.92	\$0.00
	12/01/2021		\$54.16	\$8.60	\$17.92	\$0.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103						
Effective Date - 03/01/2021	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment
	1	45	\$18.95	\$13.00	\$0.57	\$32.52
	2	45	\$18.95	\$13.00	\$0.57	\$32.52
	3	50	\$21.06	\$13.00	\$14.51	\$48.57
	4	50	\$21.06	\$13.00	\$14.51	\$48.57
	5	55	\$23.16	\$13.00	\$14.84	\$51.00
	6	60	\$25.27	\$13.00	\$15.18	\$53.45
	7	65	\$27.37	\$13.00	\$15.52	\$55.89
	8	70	\$29.48	\$13.00	\$15.85	\$58.33
	9	75	\$31.58	\$13.00	\$16.20	\$60.78
	10	80	\$33.69	\$13.00	\$16.53	\$63.22
Effective Date - 09/01/2021						
	1	45	\$19.70	\$13.00	\$0.59	\$33.29
	2	45	\$19.70	\$13.00	\$0.59	\$33.29
	3	50	\$21.89	\$13.00	\$14.57	\$49.46
	4	50	\$21.89	\$13.00	\$14.57	\$49.46
	5	55	\$24.07	\$13.00	\$14.91	\$51.98
	6	60	\$26.26	\$13.00	\$15.26	\$54.52
	7	65	\$28.45	\$13.00	\$15.59	\$57.04
	8	70	\$30.64	\$13.00	\$15.94	\$59.58
	9	75	\$32.83	\$13.00	\$16.28	\$62.11
	10	80	\$35.02	\$13.00	\$16.63	\$64.65
Notes:						
Apprentice to Journeyworker Ratio:1:1						
TERRAZZO FINISHERS						
	02/01/2021		\$54.69	\$11.39	\$22.09	\$0.00
	08/01/2021		\$56.09	\$11.39	\$22.25	\$0.00
	02/01/2022		\$56.68	\$11.39	\$22.25	\$0.00
BRICKLAYERS LOCAL 3 - MARBLE & TILE						
	02/01/2021		\$54.69	\$11.39	\$22.09	\$0.00
	08/01/2021		\$56.09	\$11.39	\$22.25	\$0.00
	02/01/2022		\$56.68	\$11.39	\$22.25	\$0.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$54.13	\$8.60	\$17.92	\$0.00	\$80.65
For apprentice rates see "Apprentice- LABORER"	06/01/2021	\$55.15	\$8.60	\$17.92	\$0.00	\$81.67
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$56.16	\$8.60	\$17.92	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"	12/01/2020	\$44.20	\$8.60	\$17.92	\$0.00	\$70.72
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2021	\$45.22	\$8.60	\$17.92	\$0.00	\$71.74
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$46.23	\$8.60	\$17.92	\$0.00	\$72.75
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.54	\$12.91	\$14.82	\$0.00	\$64.27
For apprentice rates see "Apprentice- LABORER"	06/01/2021	\$37.34	\$12.91	\$14.82	\$0.00	\$65.07
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	08/01/2021	\$37.34	\$13.41	\$14.82	\$0.00	\$65.57
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
For apprentice rates see "Apprentice- LABORER"	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
For apprentice rates see "Apprentice- LABORER"	06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
Outside Electrical - East CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/01/2021	\$60.19	\$13.57	\$17.26	\$0.00	\$91.02
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
DRIVER / GROUNDMAN (Inexperienced (<2000 Hrs)) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
GROUNDMAN - Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18
Apprentice - LINEMAN (Outside Electrical) - East Local 104						
Effective Date - 08/30/2020	Step	percent	Apprentice Base Wage	Health	Pension	Total Rate
	1	60	\$29.67	\$9.25	\$3.39	\$42.31
	2	65	\$32.14	\$9.25	\$3.46	\$44.85
	3	70	\$34.62	\$9.25	\$3.54	\$47.41
	4	75	\$37.09	\$9.25	\$3.61	\$50.95
	5	80	\$39.56	\$9.25	\$3.69	\$54.50
	6	85	\$42.03	\$9.25	\$3.76	\$58.04
	7	90	\$44.51	\$9.25	\$3.84	\$61.59
Notes:						
Apprentice to Journeyworker Ratio:1:2						
TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

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 (1000 hours)

Ratios are expressed in allowable number of apprentices to journeyman or fraction thereof, unless otherwise specified.

Multiple ratios are listed in the comment field.

*** APP to JMA: 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JMA: 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

TABLE OF CONTENTS

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

Approved 10/26/16 - Page 1

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 ventures.

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 in 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 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.

Approved 10/26/16 - Page 2

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

Approved 10/26/16 - Page 3

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

Approved 10/26/16 - Page 4

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 be performed by the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be controlled 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.

Approved 10/26/16 - Page 5

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.

Approved 10/26/16 - Page 6

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.

Approved 10/26/16 - Page 7

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

Approved 10/26/16 - Page 8

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.

Approved 10/26/16 - Page 9

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 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, §330 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.

Approved 10/26/16 - Page 10

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 payments 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.

Approved 10/26/16 - Page 11

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, §39B)

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, §39B, 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, §39B, which is for an amount or estimate amount that exceed the dollar amount set forth in M.G.L. c. 30, §39B.

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

Approved 10/26/16 - Page 12

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.

Approved 10/26/16 - Page 5

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.

Approved 10/26/16 - Page 6

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.

Approved 10/26/16 - Page 7

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 given and the design concept expressed in the Contract Documents and only to the extent that the Design Professional believes allowing sufficient time in the Design Professional's professional judgment to permit adequate review, taking into account the

Approved 10/26/16 - Page 8

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.

Approved 10/26/16 - Page 9

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 pay 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.

Approved 10/26/16 - Page 10

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 a 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 if 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 portion lines required by the various Subcontractors in laying out their Work.

Approved 10/26/16 - Page 11

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, as many often if required by the City. The Contractor may 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 incidents 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

Approved 10/26/16 - Page 12

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.

Approved 10/26/16 - Page 13

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, payroll, 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) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits are needed for the work: (i) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits shall include, without limitation, demolition, foundation, digsafe, and building permits; permits for removal, sealing up, or installation of utilities, including gas, electrical, water and sewer; and permits for obstructing public streets and sidewalks.

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

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

5.12. Additional Information from Design Professional.

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

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

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

5.13. "Or equal."

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

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

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

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

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

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

Approved 10/26/16 - Page 14

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.

Approved 10/26/16 - Page 13

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, payroll, 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) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits are needed for the work: (i) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits shall include, without limitation, demolition, foundation, digsafe, and building permits; permits for removal, sealing up, or installation of utilities, including gas, electrical, water and sewer; and permits for obstructing public streets and sidewalks.

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

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

5.12. Additional Information from Design Professional.

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

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

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

5.13. "Or equal."

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

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

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

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

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

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

Approved 10/26/16 - Page 14

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 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 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

Approved 10/26/16 - Page 15

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 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 therefor. 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. Seals and Copies. After the Design Professional has approved the schedule, the Contractor shall submit to the Design Professional one (1) seal 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 provide the City's own forces and 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

Approved 10/26/16 - Page 16

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 location 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 herein.

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 purposes stated below. The numbers of each Sample to be submitted will be as specified in the Specifications. Unless otherwise specified in the Specifications, three (3) specimens of each Sample shall be submitted.

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

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

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

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

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

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

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

Approved 10/26/16 - Page 17

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 accept 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.

Approved 10/26/16 - Page 18

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 \$2,600 and is federally funded, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (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 in 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

Approved 10/26/16 - Page 19

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 carried 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

Approved 10/26/16 - Page 20

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 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, suits, 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 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

Approved 10/26/16 - Page 21

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, dirt, 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, Reports, 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,

Approved 10/26/16 - Page 22

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 under 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

Approved 10/26/16 - Page 23

Contractor and only for those subcontract agreements which the City accepts by notifying the Subcontractor in writing; and

6.6.1.1.2 the assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

6.6.1.2 Each Subcontractor is bound by the requirements of the Contract Documents for the express benefit of the City.

6.6.1.3 Each Subcontractor shall assume toward the Contractor all the obligations that the Contractor assumes toward the City and the Design Professional, unless otherwise provided by law.

**ARTICLE 7
PERFORMANCE AND PAYMENT BONDS**

7.1 Form of Bonds.

7.1.1 The performance and labor and material or payment bonds shall be in the form required by the City, copies of which are included in the Project Manual. The City reserves the right to reject any bond that does not conform to the City's requirements.

7.2 **Furnished by the Contractor.** (Reference: M.G.L. c. 30, §39M(c); M.G.L. c. 149, §29)

7.2.1 The Contractor shall furnish a performance bond and a labor and materials or payment bond, each with a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the City and each in the sum of the Contract Sum, the premiums for which are to be paid by the Contractor and are included in the Contract Sum. The bonds shall remain in effect until final payment is made. The sum of the performance bond shall increase each time the Contract Sum is increased as a result of a Change Order.

7.3 Submission to the City.

7.3.1 The Contractor must submit the performance and a labor and materials or payment bonds to the City upon the Contractor's execution of the Agreement.

**ARTICLE 8
INSURANCE REQUIREMENTS**

8.1 Insurance Certificates.

8.1.1 Prior to starting work on this project, the contractor shall deposit with the City, certificates from insurers clearly stating that the required insurance policies have been issued to the Contractor and will remain in effect during the time period required to complete this contract. ACCORD forms will not be accepted. The certificates must be in a form satisfactory to the City. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including: Premises and Operations (including X-C-U), Owners and Contractors Protective, Products and Completed Operations, Owned, Non-owned or Hired and/or Leased Motor Vehicles. Such insurance shall be written for not less than any limits of liability, required by law or the following limits, whichever are greater.

8.2 **Minimum Coverages.** The Contractor shall possess and maintain throughout the contract period/project, insurance in the kinds and amounts as stated in the Specification included in Appendix C of this Agreement. The Contractor may purchase and maintain excess liability insurance in the in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the required requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the City in the form of a certificate and the certificate indicating the policy numbers and limits of liability of all underlying insurance.

8.3 **Additional Insured.** The City shall be named as an additional insured on each certificate, and the certificate must have the endorsement of the insurance agency.

8.4 **Notice.** Each certificate shall contain a notation that the insurer will give 30 days notice to the City prior to cancellation, change or non-renewal of policy.

8.5 **Carrier Rating.** Insurance carriers MUST have an A.M. Best rating of "A" or better.

8.6 **Material Breach.** Failure of the contractor to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as immediate termination thereof.

Approved 10/26/16 - Page 24

**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 or 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.

Approved 10/26/16 - Page 25

Approved 10/26/16 - Page 26

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 salvagable 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 II CHANGES IN THE WORK

11.1. In General.

11.1.1. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without any change in the Contract Sum.

11.1.2. Without invalidating the Contract and without notice to any surety, the City may, at any time or from time to time, order additions to, deletions from, or revisions in the Work. Such additions, deletions, or revisions will be authorized by a Change Order, a Modification, or a Construction Change Directive. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

11.1.3. The Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented, except as otherwise provided herein.

11.2. Change Orders.

11.2.1. (Reference: M.G.L. c. 30, §39L.) 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 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

Approved 10/26/16 - Page 27

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. Percentages 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

Approved 10/26/16 - Page 28

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 included in the base Contract Sum. If so required by the Design Professional, materials for use in unit price Work shall be stored apart from all other materials on the Project.

11.3.10. If the City elects to determine the Cost of the Work as provided in methods 11.3.4.3, or 11.3.4.4, or if the method of determining the Cost has not been established before the Work is begun, the Contractor shall keep detailed daily records of labor and material costs applicable to the Work.

11.3.11. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Time.

11.3.12. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in the Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

11.3.13. If the Design Professional and the Contractor do not agree with the adjustment in the Contract Time or the method for determining it, the adjustment or the method shall be referred to the Design Professional for determination.

11.4. Minor Changes in the Work.

11.4.1. The Design Professional has the authority to order minor changes in the Work. "Minor changes" as used in this paragraph mean changes which are so insignificant as to not affect the Contract Sum or the Contract Time and which are not inconsistent with the intent of the Contract Documents. Any minor change shall be committed to a written order which shall be binding on both the City and the Contractor and which shall be promptly carried out by the Contractor.

11.5. Certificate of Appropriations. (Reference: M.G.L. c. 44, §31C.) This Contract shall not be deemed to have been made until the City's auditor has certified thereon that an appropriation in the amount of this Contract is available therefor and that an officer or agent of the City has been authorized to execute said Contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase to the Contract price, shall be deemed to be given until the auditor has certified thereon that an appropriation in the amount of such order is available therefor; but such certificate shall not be construed as an admission by the City of its liability to pay for such work. The certificate of the auditor that an appropriation in the amount of this Contract or in the amount of such order is available shall bar any defense by the City on the grounds of insufficient appropriation.

ARTICLE II CHANGES 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

Approved 10/26/16 - Page 29

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 resubmission. 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 of 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 to 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, §39D, 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, §39D.) (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

Approved 10/26/16 - Page 30

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 to, 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 retamage 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

Approved 10/26/16 - Page 31

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 retamage 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 request.

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 construction, 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 then 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.

Approved 10/26/16 - Page 33

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 and/or amount due for 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 will be irrevocable.

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 included 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 subcontracted 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

Approved 10/26/16 - Page 34

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 subcontracted 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 subcontracted Work shall be valid even if delivered or mailed prior to the seventh day after the Subcontractor has substantially completed the subcontracted 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 seventh day after substantial completion of the subcontracted 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 (iii) 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

Approved 10/26/16 - Page 35

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 designated 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, retaining, 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

Approved 10/26/16 - Page 36

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%) retentage on that Work, including the quantity, price and all but one percent (1%) retentage for the undeposited 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 hereon 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 redbook 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 thereof, 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. THE 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, 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

Approved 10/26/16 - Page 37

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 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

Approved 10/26/16 - Page 38

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 fraud 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, §39P.) 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 of 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

Approved 10/26/16 - Page 39

Approved 10/26/16 - Page 40

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) with design professional work 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).

18.2. **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 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 subcontractors 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 of 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

Approved 10/26/16 - Page 41

Approved 10/26/16 - Page 42

contractors in connection with the awarding, administration, or performance of the Contract, the City may terminate the said 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.C. 12131)

19.1. On July 26, 1994, the Americans with Disabilities Act ("the Act") became effective for employers of fifteen or more employees.

19.2. The Act protects against discrimination on the basis of "disability," which is defined as a physical or mental impairment that substantially limits at least one "major life activity," or discrimination against an individual who has a record of such impairment; or discrimination against an individual being regarded - even if inaccurately - as having such impairment. The Act also expressly prohibits job discrimination that is based on any individual's relationship or association with a disabled person.

19.3. If the Contractor is subject to the Act, it must comply with its provisions.

ARTICLE 20

WRITTEN NOTICE TO THE PARTIES

20.1. In General.

20.1.1. All written communications from the Design Professional to the Contractor shall be copied to the City. All written communications from the Contractor to the Design Professional shall be copied to the City. All written communications from the Contractor to the City shall be copied to the Design Professional.

20.2. Addresses

20.2.1. To the City. Written notice to the City shall be sent or hand-delivered to:

Mayor
City of Somerville
93 Highland Avenue
Somerville, MA 02143

City Solicitor
Law Department
93 Highland Avenue
Somerville, MA 02143

Director of Contracting Department (as stated on first page of this Agreement)
City Hall
93 Highland Avenue
Somerville, MA 02143

Approved 10/26/16 - Page 43

20.2.2. To the Contractor. Both the address given on the bid form upon which the Agreement is founded and the Contractor's office at or near the Site of the Work are hereby designated as places to which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. Delivery of any notice, letter, or other communication to the Contractor at or depositing same in a postpaid wrapper directed to either place shall be deemed sufficient service thereof upon the Contractor. Written notice shall be deemed to have been duly served on the Contractor if it is sent or hand-delivered to any member or officer of the Contractor. The date of said service shall be the date of such delivery or mailing. The address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the City and to the Design Professional. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally. Moreover, any notice, letter, or other communication required under the Contract may be served on the Contractor's representative at job meetings. The Contractor shall provide the City with its change of address seven (7) days prior to its effective date.

20.2.3. To the Design Professional. Written notice to the Design Professional shall be sent or hand-delivered to the address appearing on the Project Manual. Written notice shall be deemed to have been duly served on the Design Professional if it is sent or hand-delivered to any member or officer of the Design Professional.

ARTICLE 21 MISCELLANEOUS PROVISIONS

21.1. Governing Law

21.1.1. This Contract shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

21.2. Venue

21.2.1. Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The Contractor, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

21.3. Successors and Assigns

21.3.1. The Contractor shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the City. An assignment without the prior written consent of the City shall not relieve the Contractor of its obligations thereunder.

21.3.2. The City and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents.

21.4. Statutory Limitation Period

21.4.1. It is expressly agreed that the obligations of the Contractor hereunder arise out of contractual duties, and that the failure of the Contractor to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitations and repose. Any cause of action which the City may have on account of such failure shall be deemed to accrue only when the City has obtained actual knowledge of such failure, not before.

21.5. Rights and Remedies

21.5.1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

21.5.2. No action or failure to act by the City, the Design Professional, or the Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

21.6. Severability. In the event that any provision of this Agreement is found to be legally unenforceable, the remainder of the Agreement shall remain in full force and effect.

21.7. Conflict of Interest Laws. The City and the Contractor shall comply with all applicable conflict of interest statutes and regulations.

21.8. If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 29 CFR Part 3), and shall not induce any person employed in the construction, completion, or repair of a public building or public work, to give up any part of the compensation to which he would otherwise be entitled.

Approved 10/26/16 - Page 44

21.9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

a) the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and

b) the Contractor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subcontractors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and

c) the Contractor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such notice to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding; and

d) the Contractor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

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

END

Approved 10/26/16 - Page 45