

IFB # 18-02

SOLICITATION FOR:

Fall 2017 & Spring 2018 Tree Planting and Related Services



CITY OF SOMERVILLE, MASSACHUSETTS

Joseph A. Curtatone, Mayor

Purchasing Department
Angela M. Allen, Purchasing Director

RELEASE DATE: 7/26/2017

QUESTIONS DUE: 8/2/2017 by 12PM EST

DUE DATE AND TIME: 8/9/2017 by 11:30AM EST

DELIVER TO:

City of Somerville

Purchasing Department

Attn: Michael Richards

Assistant Purchasing Director

mrichards@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

IFB # 18-02
Fall 2017 & Spring 2018 Tree Planting and Related Services

Key Project Information

Project Address	Various locations throughout Somerville, MA
Estimated Construction Cost	\$230,000.00
Anticipated Contract Award	8/17/2017
Date of Semi-Final Acceptance, Fall Planting	11/30/2017
Date of Semi-Final Acceptance, Spring Planting	6/15/2018
Date of Final Fall Acceptance	10/1/2019
Date of Final Spring Acceptance	6/1/2020
Est. Contract Commencement Date	9/1/2017
Est. Contract Completion Date	6/30/2020
Governing Bid Law	MGL 30.39M (Horizontal Construction)
Wage Requirements	The higher of Federal Davis Bacon Wages and State Prevailing Wages
Payment Bond Requirements	100% of Contract Value
Performance Bond Requirements	N/A

Managing Department Information

Managing City Department	Office of Strategic Planning and Community Development
Project Manager	Vanessa Boukili
Project Manager Email	vboukili@somervillema.gov

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Part 1: Invitation for Bid Documents

IFB # 18-02

Fall 2017 & Spring 2018 Tree Planting and Related Services

1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 7/26/2017 per the below-noted City Hall hours of operation.

Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the bid arrives on time at the designated place. Late bids will not be considered and will be rejected and returned.</i>
Bid Format:
Submit one, original (1) sealed bid package; it must be marked with the solicitation title and number.
BIDS SUBMITTED MUST BE AN ORIGINAL. The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as provided below: 1) Form for General Bid 2) Bid Form for Alternates (if applicable) 3) Unit Price Form 4) Somerville Living Wage Form 5) Quality Requirements Form 6) Certificate of Non-Collusion & Tax Compliance 7) Certificate of Signature Authority 8) Reference Form 9) 5% Bid Deposit 10) Prevailing / Davis Bacon Wages Statement of Compliance Form 11) OSHA Form
If all required documents are not present, the bid may be deemed non-responsive and may result in disqualification of the bid unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
The Offeror's authorized official(s) must sign all required bid forms.

1.2 Bid Schedule

Key dates for this Invitation for Bids:	
IFB Issued	7/26/2017
Deadline for Submitting Questions to IFB	8/2/2017 by 12PM EST
Bids Due	8/9/2017 by 11:30AM EST
Anticipated Contract Award	8/17/2017
Est. Contract Commencement Date	9/1/2017
Est. Contract Completion Date	6/30/2020

Responses must be delivered by 8/9/2017 by 11:30AM EST to:	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
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1.3 Submission Instructions

Please submit *one sealed bid package* with the following contents and marked in the following manner:

Contents of Sealed Bid Package	Marked As
Envelope 1: Sealed Bid: Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: IFB # 18-02 Fall 2017 & Spring 2018 Tree Planting and Related Services
Please send the complete sealed package to the attention of :	Michael Richards Assistant Purchasing Director Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

Bid Format

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs). Double-sided printing is preferred in an effort to reduce waste. **In a further effort to reduce waste, please DO NOT USE 3-RING BINDERS.**

Elaborate format and binding are neither necessary nor desirable.

Qualifications & Experience

The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2), or set of basic business standards, must be submitted with bid.

References

The Offeror shall list at least three relevant references, which the City may contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

1.4 Questions

Questions are due: 8/2/2017 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

Michael Richards
Assistant Purchasing Director
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

mrichards@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as bid holders. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is:

<http://www.somervillema.gov/bidpostings>.

Any bidders that contact City personnel outside of the Purchasing Department regarding this bid may be disqualified.

1.5 General Terms

Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

Time for Bid Acceptance and City Contract Requirements

The contract will be awarded within 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 of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid due date will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. __" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded, and conditional bids.

Brand Name “or Equal”

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor’s name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror’s representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Offeror’s account number; Type of account, i.e., checking or saving.

Project Schedule

Bidders are instructed to note the firmness of the dates of: Semi-Final Acceptance and Final Acceptance. For the purpose of meeting these deadlines, the City may be prepared to authorize extended work hours beyond those prescribed by City ordinance, to include work on Sundays with the prior permission of the City.

Contractor submission of all paperwork required for the Construction Contract, including but not limited to insurance certificates, performance and payment bonds, a certificate of good standing from the Secretary of Corporations, and signature pages shall be submitted to the Purchasing Director no later than 5 working days from award of the contract.

The successful bidder shall be required to submit a preliminary construction schedule within 10 days of the established date of award of the Contract and a more detailed Gantt-type construction schedule within 15 days of the established award of the contract, which shows the dates of semi-final and final acceptance.

Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The city will furnish the successful bidder with its sales tax exemption number.

Permit Fees (Contractor responsible obtaining permits/City of Somerville permit fees waived)

DPW permits to obstruct or excavate the public streets and/or sidewalks; ISD building code permits; and Traffic and Parking permits; are waived by the City of Somerville. However, license fees are not waived by the City of Somerville. The Contractor shall pay all license fees (e.g., drain layer’s license fee). The City of Somerville Traffic and Parking Department must be contacted directly for all required permits. The vendor must also provide the City of Somerville Traffic and Parking Department with a traffic management plan, prior to the start of all work.

If water usage is required in the commitment of this project, the Contractor needs to contact the DPW Water Dept., and make arrangements for a water meter. There will be a charge for the water meter and the water usage.

The Contractor is responsible for obtaining EVERSOURCE work orders and for all costs and fees associated with EVERSOURCE.

Permits to excavate the public way cannot be issued until the applicant has notified the appropriate utility companies, as required by Massachusetts General Laws, Chapter 370 of the Acts of 1963. The applicant must either: 1) obtain written receipts from the affected utilities, and provide copies of same to the owner; or 2) utilize the Dig-Safe System for the required notifications, and also submit written notifications for those utilities not participating in the Dig-Safe System. Written notifications must state that utility companies have been notified and the contractor cleared to begin work.

<i>The following utility companies must be notified in writing:</i>		
M.B.T.A. Engineering and Maintenance Division 617-722-5454 Attn: Chief Engineer 500 Arborway Jamaica Plain, MA 02130	M.W.R.A. Sewer Division 617-242-6000 100 First Avenue Charlestown Navy Yard Boston, MA 02129	M.W.R.A. Water Division 617-242-6000 100 First Avenue Charlestown Navy Yard Boston, MA 02129
<i>The following utility companies must be notified in writing or through Dig-Safe:</i>		
Algonquin Gas Transmission Corp. 617-254-4050 Manager of Land and Public Relations 1284 Soldiers Field Road Brighton, MA 02135	Verizon 781-290-5154 460 Totten Pond Road Waltham, MA 02154	Boston Edison 617-541-5730 Right of Way 1165 Massachusetts Avenue Dorchester, MA 02125
Boston Gas Company 617-323-9210 201 Rivermoor Street West Roxbury, MA 02132	EVERSOURCE 617-497-1236, x4195 46 Blackstone Street Somerville, MA 02139	EVERSOURCE Steam 617-225-4568 Attn: Supervisor of Maintenance 265 First Street Somerville, MA 02142
EVERSOURCE Gas 617-369-5591 303 Third Street Somerville, MA 02142	A T & T Broadband 981-658-0400 760 Main Street Malden, MA 01887	Somerville Public Works Dept. 617-625-6600, x5200 One Franey Road Somerville, MA 02145
Somerville Fire Department 617-625-6600, x8100 266 Broadway Somerville, MA 02143	Dig-Safe 1-800-322-4844	

The contractor shall have all utilities marked out along the course of this work by such means as the Engineer shall approve and shall preserve such marked locations until the work has progressed to the point where the encountered utility is fully exposed and protected as required. It shall be the contractor's responsibility to notify utilities at least 48 hours prior to the start of any excavation.

The contractor is responsible for contacting any other utilities that are not listed herein.

Schedule of Values

Bidders do NOT need to include a Schedule of Values with their bid package. The successful bidder will be required to submit a refined and detailed schedule of values for review and approval by the design professional prior to signing the construction contract.

5% Bid Guaranty

All bids shall be accompanied by a bid bond or bank certified check or bank treasurer's check in the amount of 5% of the bid price, which shall become the property of the City of Somerville if the bid is accepted and the bidder neglects or refuses to comply with the terms of the bid.

Prevailing Wage Rate Requirements

The contractor shall pay Mass. Prevailing Wage Rates. The applicable prevailing wage rates are attached as part of this bid package and will be included in the resulting contract. Notwithstanding anything to the contrary, the City may, in its sole discretion withhold 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. A signed Compliance Form must be included with the bid package (form included).

a) The Contractor shall:

- Pay wages at least once a week;
- Submit payroll information on a weekly basis in a format approved by the City, numbered in numerical sequence and signed by the Contractor (including forms for weeks when the Contractor is not on the Project Site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work).

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

- A list of apprenticeship programs with which the Contractor is affiliated;
- The number of apprentices that will be employed by the Contractor on the Project;
- A list of the Contractor's employee fringe benefits;
- A copy of each project schedule, including the anticipated commencement date for each Subcontractor; and
- A list of each Subcontractor's suppliers and material men.

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

Reservation of Rights

The City reserves the right to extend the deadline for submission of bids, to waive minor informalities, and to reject any and all bids, if in its sole judgment, the best interests of the City of Somerville would be served by doing so.

Police Details

Unless otherwise noted in the specifications, the Contractor will be responsible for requesting and paying for all necessary police details. These costs should be incorporated into the base bid amount.

Period of Performance

The period of performance for this contract begins on or about 9/1/2017 and ends on or about 6/1/2019. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

Place of Performance

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information,

discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

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SECTION 2.0
RULE FOR AWARD /
PROJECT INFORMATION

2.1 Rule For Award

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

2.2 Background

Project Information	
Managing City Department:	Office of Strategic Planning and Community Development
Project Manager:	Vanessa Boukili
Project Manager Email:	vboukili@somervillema.gov
Project Address:	Various locations throughout Somerville, MA
Brief Project Description:	Two series of planting trees (Fall 2017 and Spring 2018) on city-owned property, and providing a two-year watering and maintenance warranty period.
Estimated Project Cost:	\$230,000.00
Project Schedule	
Estimated Award Date:	8/17/2017
Estimated Start Date:	9/1/2017
Date of Semi-Final Acceptance, Fall Planting:	11/30/2017
Date of Semi-Final Acceptance, Spring Planting:	6/15/2018
Date of Final Fall Acceptance:	10/1/2019
Date of Final Spring Acceptance:	6/1/2020

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

	Yes	No
The Contractor has been established in business for at least 5 years?		
The Contractor has completed a minimum of three (3) publicly bid street tree projects within the last six (6) years, for at least \$60,000.00?		
The Contractor is able to meet all specifications within the scope of services provided?		
The Contractor warrants that for two years after the date of semi-final acceptance of each tree, the tree will remain in a healthy and vigorous growing condition; and if the tree is not healthy and vigorous the tree will be replaced as described in the specifications?		
The Contractor accepts the tree watering and maintenance plan, as outlined in the specifications, and will continue to water and maintain each tree for two years after the date of semi-final acceptance?		
Can the vendor certify that all employees that will work on this project have successfully completed at least ten (10) hours of OSHA approved training in Construction Safety and Health?		
Can the vendor certify that a Massachusetts Certified Arborist (MCA) or International Society of Arboriculture (ISA) Certified Arborist or equivalent will supervise all planting operations?		
Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

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SECTION 3.0

Fall 2017 & Spring 2018 Tree Planting and Related Services

REQUIRED BID FORMS / BIDDERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.

Required with Sealed Bids

	Form for General Bid
	Species List Form
	Somerville Living Wage Form
	Quality Requirements Form (Section 2.0)
	Certificate of Non-Collusion & Tax Compliance
	Certificate of Signature Authority
	Reference Form (or equivalent may be attached)
	5% Bid Deposit
	Prevailing / Davis Bacon Wages Statement of Compliance Form
	OSHA Form
	Responsible Employer Ordinance (if applicable)
	Acknowledgement of Addenda (if applicable)
	Signed W9

Required with Contract, *Post Award*

	Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
	Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)
	Statement of Management
	Payment Bond (100% of contract amount)

List of SHADE TREE SPECIES available, including common name, scientific name, caliper size, and the number of trees available for that species and caliper size. For a list of species that the City of Somerville currently plants as street trees, please refer to Recommended Species list.

*Attach multiple sheets if necessary.

[illegible]

List of ORNAMENTAL TREE SPECIES available, including common name, scientific name, caliper size, and the number of trees available for that species and caliper size. For a list of species that the City of Somerville currently plants as street trees, please refer to Recommended Species list.

*Attach multiple sheets if necessary.

[illegible]



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

(Insert Full Name of Corporation)

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

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

3. I hereby certify that on _____
(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

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

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

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



**Certificate of Authority
(Limited Liability Companies Only)**

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

1. I, the undersigned, being a member or manager of

_____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director



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: _____

Date: _____

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: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

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
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)

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	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

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

REFERENCE FORM

Bidder: _____

IFB Title: _____

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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: _____

Date: _____

RETURN THIS FORM WITH YOUR BID

CITY OF SOMERVILLE
Responsible Employer Ordinance

WEEKLY COMPLIANCE FORM

In accordance with the Code of Ordinances of the City of Somerville, Section 2-355, all general contractors and all subcontractors under such general contractors who are awarded, or otherwise obtain, contracts from the city on projects governed by G. L. c. 149, § 44A (2), shall comply with the obligations described in sub-parts (1) through (5) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such general contractor or subcontractor under the general contractor where the amount of such subcontract is more than \$25,000.00, shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.

STATEMENT OF COMPLIANCE

Date _____

Period _____

I, _____, _____
(Print Name) (Title)

Do hereby state that _____ is in compliance with all
(Contractor or Subcontractor)

requirements of the City of Somerville's Responsible Employer Ordinance, City Ordinance Section 2-355, for the duration of all work performed on the

_____ by this general contractor or
(Building or Project)

subcontractor.

(Signature)
Signed under the pains and penalties of perjury

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

_____, 20____

I, _____,
(Name of signatory party) (Title)

do hereby state:

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

_____ on the _____
(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 _____

Title _____



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
WILLIAM D MCKINNEY
Director

Awarding Authority: City of Somerville
Contract Number: **City/Town:** SOMERVILLE
Description of Work: Fall 2017 and Spring 2018 Tree Planting and Related Services - planting, servicing and watering of trees

Job Location: Various locations throughout 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

Issue Date: 07/25/2017 **Wage Request Number:** 20170725-044

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2017 12/01/2017 06/01/2018 12/01/2018 06/01/2019 12/01/2019	\$37.60 \$38.45 \$39.40 \$40.35 \$41.35 \$42.35	\$7.60 \$7.60 \$7.60 \$7.60 \$7.60 \$7.60	\$14.65 \$14.65 \$14.65 \$14.65 \$14.65 \$14.65	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$59.85 \$60.70 \$61.65 \$62.60 \$63.60 \$64.60
 For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2017 12/01/2017 06/01/2018 12/01/2018 06/01/2019 12/01/2019 06/01/2020 12/01/2020	\$34.90 \$35.90 \$36.90 \$37.90 \$38.90 \$39.90 \$40.90 \$41.90	\$11.50 \$11.50 \$11.50 \$11.50 \$11.50 \$11.50 \$11.50 \$11.50	\$7.10 \$7.10 \$7.10 \$7.10 \$7.10 \$7.10 \$7.10 \$7.10	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$53.50 \$54.50 \$55.50 \$56.50 \$57.50 \$58.50 \$59.50 \$60.50
ASPHALT RAKER LABORERS - ZONE 1	06/01/2017 12/01/2017 06/01/2018 12/01/2018 06/01/2019 12/01/2019	\$37.10 \$37.95 \$38.90 \$39.85 \$40.85 \$41.85	\$7.60 \$7.60 \$7.60 \$7.60 \$7.60 \$7.60	\$14.65 \$14.65 \$14.65 \$14.65 \$14.65 \$14.65	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$59.35 \$60.20 \$61.15 \$62.10 \$63.10 \$64.10
 For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2017 12/01/2017	\$46.38 \$47.38	\$10.00 \$10.00	\$15.25 \$15.25	\$0.00 \$0.00	\$71.63 \$72.63
 For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2017 12/01/2017	\$46.38 \$47.38	\$10.00 \$10.00	\$15.25 \$15.25	\$0.00 \$0.00	\$71.63 \$72.63
 For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	06/01/2017 12/01/2017 06/01/2018 12/01/2018 06/01/2019 12/01/2019	\$37.10 \$37.95 \$38.90 \$39.85 \$40.85 \$41.85	\$7.60 \$7.60 \$7.60 \$7.60 \$7.60 \$7.60	\$14.65 \$14.65 \$14.65 \$14.65 \$14.65 \$14.65	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$59.35 \$60.20 \$61.15 \$62.10 \$63.10 \$64.10
 For apprentice rates see "Apprentice- LABORER"						

Issue Date: 07/25/2017 **Wage Request Number:** 20170725-044

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.60	\$7.60	\$14.65	\$0.00	\$59.85
	12/01/2017	\$38.45	\$7.60	\$14.65	\$0.00	\$60.70
	06/01/2018	\$39.40	\$7.60	\$14.65	\$0.00	\$61.65
	12/01/2018	\$40.35	\$7.60	\$14.65	\$0.00	\$62.60
	06/01/2019	\$41.35	\$7.60	\$14.65	\$0.00	\$63.60
	12/01/2019	\$42.35	\$7.60	\$14.65	\$0.00	\$64.60
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	03/01/2017	\$50.76	\$10.75	\$19.22	\$0.00	\$80.73
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Boston

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.38	\$10.75	\$19.22	\$0.00	\$55.35
2	60	\$30.46	\$10.75	\$19.22	\$0.00	\$60.43
3	70	\$35.53	\$10.75	\$19.22	\$0.00	\$65.50
4	80	\$40.61	\$10.75	\$19.22	\$0.00	\$70.58
5	90	\$45.68	\$10.75	\$19.22	\$0.00	\$75.65

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
	For apprentice rates see "Apprentice- LABORER"					
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
	For apprentice rates see "Apprentice- LABORER"					
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
	For apprentice rates see "Apprentice- LABORER"					
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS-ZONE 1 (Metro Boston)</i>	03/01/2017	\$45.81	\$9.90	\$17.00	\$0.00	\$72.71
	09/01/2017	\$46.93	\$9.90	\$17.00	\$0.00	\$73.83
	03/01/2018	\$48.04	\$9.90	\$17.00	\$0.00	\$74.94
	09/01/2018	\$49.19	\$9.90	\$17.00	\$0.00	\$76.09
	03/01/2019	\$50.34	\$9.90	\$17.00	\$0.00	\$77.24

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 1 Metro Boston						
Effective Date - 03/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.91	\$9.90	\$1.63	\$0.00	\$34.44
2	60	\$27.49	\$9.90	\$1.63	\$0.00	\$39.02
3	70	\$32.07	\$9.90	\$12.11	\$0.00	\$54.08
4	75	\$34.36	\$9.90	\$12.11	\$0.00	\$56.37
5	80	\$36.65	\$9.90	\$13.74	\$0.00	\$60.29
6	80	\$36.65	\$9.90	\$13.74	\$0.00	\$60.29
7	90	\$41.23	\$9.90	\$15.37	\$0.00	\$66.50
8	90	\$41.23	\$9.90	\$15.37	\$0.00	\$66.50

Effective Date - 09/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.47	\$9.90	\$1.63	\$0.00	\$35.00
2	60	\$28.16	\$9.90	\$1.63	\$0.00	\$39.69
3	70	\$32.85	\$9.90	\$12.11	\$0.00	\$54.86
4	75	\$35.20	\$9.90	\$12.11	\$0.00	\$57.21
5	80	\$37.54	\$9.90	\$13.74	\$0.00	\$61.18
6	80	\$37.54	\$9.90	\$13.74	\$0.00	\$61.18
7	90	\$42.24	\$9.90	\$15.37	\$0.00	\$67.51
8	90	\$42.24	\$9.90	\$15.37	\$0.00	\$67.51

Notes:

Apprentice to Journeyworker Ratio:1:5						
CEMENT MASONRY/PLASTERING						
BRICKLAYERS LOCAL 3 (BOSTON)						
	07/01/2017	\$46.30	\$12.20	\$19.41	\$1.30	\$79.21
	01/01/2018	\$46.54	\$12.20	\$19.41	\$1.30	\$79.45
	07/01/2018	\$46.79	\$12.20	\$19.41	\$1.30	\$79.70
	01/01/2019	\$47.03	\$12.20	\$19.41	\$1.30	\$79.94
	07/01/2019	\$47.27	\$12.20	\$19.41	\$1.30	\$80.18
	01/01/2020	\$47.52	\$12.20	\$19.41	\$1.30	\$80.43

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)						
Effective Date - 07/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.15	\$12.20	\$12.41	\$0.00	\$47.76
2	60	\$27.78	\$12.20	\$14.41	\$1.30	\$55.69
3	65	\$30.10	\$12.20	\$15.41	\$1.30	\$59.01
4	70	\$32.41	\$12.20	\$16.41	\$1.30	\$62.32
5	75	\$34.73	\$12.20	\$17.41	\$1.30	\$65.64
6	80	\$37.04	\$12.20	\$18.41	\$1.30	\$68.95
7	90	\$41.67	\$12.20	\$19.41	\$1.30	\$74.58

Effective Date - 01/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.27	\$12.20	\$12.41	\$0.00	\$47.88
2	60	\$27.92	\$12.20	\$14.41	\$1.30	\$55.83
3	65	\$30.25	\$12.20	\$15.41	\$1.30	\$59.16
4	70	\$32.58	\$12.20	\$16.41	\$1.30	\$62.49
5	75	\$34.91	\$12.20	\$17.41	\$1.30	\$65.82
6	80	\$37.23	\$12.20	\$18.41	\$1.30	\$69.14
7	90	\$41.89	\$12.20	\$19.41	\$1.30	\$74.80

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

Apprentice to Journeyworker Ratio:1:3						
CHAIN SAW OPERATOR						
LABORERS - ZONE 1						
	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES						
OPERATING ENGINEERS LOCAL 4						
	06/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
	12/01/2017	\$48.38	\$10.00	\$15.25	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR						
OPERATING ENGINEERS LOCAL 4						
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)						
PAINTERS LOCAL 35 - ZONE 1						
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS						
Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56
<div><div>Notes:</div><div>Steps are 750 hrs.</div></div>						
Apprentice to Journeyworker Ratio:1:1						
DEMO: ADZEMAN <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
	For apprentice rates see "Apprentice- PILE DRIVER"					
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
	For apprentice rates see "Apprentice- ELECTRICIAN"					
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELECTRICIAN - Local 103							
Effective Date - 03/01/2017							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91	
2	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91	
3	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12	
4	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12	
5	50	\$24.17	\$13.00	\$13.75	\$0.00	\$50.92	
6	55	\$26.58	\$13.00	\$14.11	\$0.00	\$53.69	
7	60	\$29.00	\$13.00	\$14.48	\$0.00	\$56.48	
8	65	\$31.41	\$13.00	\$14.85	\$0.00	\$59.26	
9	70	\$33.83	\$13.00	\$15.22	\$0.00	\$62.05	
10	75	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85	
Effective Date - 09/01/2017							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30	
2	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30	
3	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57	
4	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57	
5	50	\$24.64	\$13.00	\$13.76	\$0.00	\$51.40	
6	55	\$27.10	\$13.00	\$14.12	\$0.00	\$54.22	
7	60	\$29.57	\$13.00	\$14.50	\$0.00	\$57.07	
8	65	\$32.03	\$13.00	\$14.87	\$0.00	\$59.90	
9	70	\$34.50	\$13.00	\$15.25	\$0.00	\$62.75	
10	75	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58	
Notes: : App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80							
Apprentice to Journeyworker Ratio:2:3***							
ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>		01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELEVATOR CONSTRUCTOR - Local 4							
Effective Date - 01/01/2017							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21	
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71	
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30	
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09	
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68	
Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year							
Apprentice to Journeyworker Ratio:1:1							
ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>		01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>		06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
		12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
		06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
		12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
		06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
		12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>		05/01/2017	\$42.15	\$10.00	\$15.25	\$0.00	\$67.40
		11/01/2017	\$42.88	\$10.00	\$15.25	\$0.00	\$68.13
		05/01/2018	\$43.59	\$10.00	\$15.25	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>		05/01/2017	\$43.61	\$10.00	\$15.25	\$0.00	\$68.86
		11/01/2017	\$44.34	\$10.00	\$15.25	\$0.00	\$69.59
		05/01/2018	\$45.06	\$10.00	\$15.25	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>		05/01/2017	\$22.41	\$10.00	\$15.25	\$0.00	\$47.66
		11/01/2017	\$22.83	\$10.00	\$15.25	\$0.00	\$48.08
		05/01/2018	\$23.26	\$10.00	\$15.25	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>		03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
		09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
		03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
		09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
		03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>		03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
		09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
		03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
		09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
		03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER	06/01/2017	\$20.50	\$7.60	\$14.65	\$0.00	\$42.75
LABORERS - ZONE 1	12/01/2017	\$21.50	\$7.60	\$14.65	\$0.00	\$43.75
	06/01/2018	\$21.50	\$7.60	\$14.65	\$0.00	\$43.75
	12/01/2018	\$22.50	\$7.60	\$14.65	\$0.00	\$44.75
	06/01/2019	\$22.50	\$7.60	\$14.65	\$0.00	\$44.75
	12/01/2019	\$23.50	\$7.60	\$14.65	\$0.00	\$45.75
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55
FLOORCOVERERS LOCAL 2168 ZONE 1						

Apprentice - FLOORCOVERER - Local 2168 Zone 1

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65
GLAZIERS LOCAL 35 (ZONE 1)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 35 Zone 1						
Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.35	\$7.85	\$0.00	\$0.00	\$31.20
2	55	\$25.69	\$7.85	\$3.66	\$0.00	\$37.20
3	60	\$28.02	\$7.85	\$3.99	\$0.00	\$39.86
4	65	\$30.36	\$7.85	\$4.32	\$0.00	\$42.53
5	70	\$32.69	\$7.85	\$14.11	\$0.00	\$54.65
6	75	\$35.03	\$7.85	\$14.44	\$0.00	\$57.32
7	80	\$37.36	\$7.85	\$14.77	\$0.00	\$59.98
8	90	\$42.03	\$7.85	\$15.44	\$0.00	\$65.32
Notes: Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - OPERATING ENGINEERS - Local 4							
Effective Date - 06/01/2017							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51	
2	60	\$27.83	\$10.00	\$15.25	\$0.00	\$53.08	
3	65	\$30.15	\$10.00	\$15.25	\$0.00	\$55.40	
4	70	\$32.47	\$10.00	\$15.25	\$0.00	\$57.72	
5	75	\$34.79	\$10.00	\$15.25	\$0.00	\$60.04	
6	80	\$37.10	\$10.00	\$15.25	\$0.00	\$62.35	
7	85	\$39.42	\$10.00	\$15.25	\$0.00	\$64.67	
8	90	\$41.74	\$10.00	\$15.25	\$0.00	\$66.99	
Effective Date - 12/01/2017							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$26.06	\$10.00	\$0.00	\$0.00	\$36.06	
2	60	\$28.43	\$10.00	\$15.25	\$0.00	\$53.68	
3	65	\$30.80	\$10.00	\$15.25	\$0.00	\$56.05	
4	70	\$33.17	\$10.00	\$15.25	\$0.00	\$58.42	
5	75	\$35.54	\$10.00	\$15.25	\$0.00	\$60.79	
6	80	\$37.90	\$10.00	\$15.25	\$0.00	\$63.15	
7	85	\$40.27	\$10.00	\$15.25	\$0.00	\$65.52	
8	90	\$42.64	\$10.00	\$15.25	\$0.00	\$67.89	
Notes:							
Apprentice to Journeyworker Ratio:1:6							
HVAC (DUCTWORK)		02/01/2017	\$43.72	\$11.45	\$23.07	\$2.35	\$80.59
SHEETMETAL WORKERS LOCAL 17 - A		08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
For apprentice rates see "Apprentice- SHEET METAL WORKER"		02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84
HVAC (ELECTRICAL CONTROLS)		03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
ELECTRICIANS LOCAL 103		09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
		03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
		09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
For apprentice rates see "Apprentice- ELECTRICIAN"		03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
HVAC (TESTING AND BALANCING - AIR)		02/01/2017	\$43.72	\$11.45	\$23.07	\$2.35	\$80.59
SHEETMETAL WORKERS LOCAL 17 - A		08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
For apprentice rates see "Apprentice- SHEET METAL WORKER"		02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84
HVAC (TESTING AND BALANCING - WATER)		03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC		03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS						
<i>LABORERS - ZONE 1</i>						
	06/01/2017	\$37.60	\$7.60	\$14.65	\$0.00	\$59.85
	12/01/2017	\$38.45	\$7.60	\$14.65	\$0.00	\$60.70
	06/01/2018	\$39.40	\$7.60	\$14.65	\$0.00	\$61.65
	12/01/2018	\$40.35	\$7.60	\$14.65	\$0.00	\$62.60
	06/01/2019	\$41.35	\$7.60	\$14.65	\$0.00	\$63.60
	12/01/2019	\$42.35	\$7.60	\$14.65	\$0.00	\$64.60
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)						
<i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>						
	09/01/2016	\$45.09	\$11.75	\$14.20	\$0.00	\$71.04
	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79
Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston						
Effective Date - 09/01/2016						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.55	\$11.75	\$10.45	\$0.00	\$44.75
2	60	\$27.05	\$11.75	\$11.20	\$0.00	\$50.00
3	70	\$31.56	\$11.75	\$11.95	\$0.00	\$55.26
4	80	\$36.07	\$11.75	\$12.70	\$0.00	\$60.52
Effective Date - 09/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
3	70	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
4	80	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12
Notes:						
Steps are 1 year						
Apprentice to Journeyworker Ratio:1:4						
IRONWORKER/WELDER						
<i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>						
	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - IRONWORKER - Local 7 Boston						
Effective Date - 03/16/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44
2	70	\$31.26	\$7.80	\$20.85	\$0.00	\$59.91
3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14
4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37
5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60
6	90	\$40.19	\$7.80	\$20.85	\$0.00	\$68.84
Notes:						
** Structural 1:6; Ornamental 1:4						
Apprentice to Journeyworker Ratio:**						
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JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
LABORER <i>LABORERS - ZONE 1</i>	06/01/2017	\$36.85	\$7.60	\$14.65	\$0.00	\$59.10
	12/01/2017	\$37.70	\$7.60	\$14.65	\$0.00	\$59.95
	06/01/2018	\$38.65	\$7.60	\$14.65	\$0.00	\$60.90
	12/01/2018	\$39.60	\$7.60	\$14.65	\$0.00	\$61.85
	06/01/2019	\$40.60	\$7.60	\$14.65	\$0.00	\$62.85
	12/01/2019	\$41.60	\$7.60	\$14.65	\$0.00	\$63.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER - Zone 1						
Effective Date - 06/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.11	\$7.60	\$14.65	\$0.00	\$44.36
2	70	\$25.80	\$7.60	\$14.65	\$0.00	\$48.05
3	80	\$29.48	\$7.60	\$14.65	\$0.00	\$51.73
4	90	\$33.17	\$7.60	\$14.65	\$0.00	\$55.42
Effective Date - 12/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.62	\$7.60	\$14.65	\$0.00	\$44.87
2	70	\$26.39	\$7.60	\$14.65	\$0.00	\$48.64
3	80	\$30.16	\$7.60	\$14.65	\$0.00	\$52.41
4	90	\$33.93	\$7.60	\$14.65	\$0.00	\$56.18
Notes:						
Apprentice to Journeyworker Ratio:1:5						
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LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	06/01/2017	\$36.85	\$7.60	\$14.65	\$0.00	\$59.10
	12/01/2017	\$37.70	\$7.60	\$14.65	\$0.00	\$59.95
	06/01/2018	\$38.65	\$7.60	\$14.65	\$0.00	\$60.90
	12/01/2018	\$39.60	\$7.60	\$14.65	\$0.00	\$61.85
	06/01/2019	\$40.60	\$7.60	\$14.65	\$0.00	\$62.85
	12/01/2019	\$41.60	\$7.60	\$14.65	\$0.00	\$63.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	06/01/2017	\$36.85	\$7.60	\$14.65	\$0.00	\$59.10
	12/01/2017	\$37.70	\$7.60	\$14.65	\$0.00	\$59.95
	06/01/2018	\$38.65	\$7.60	\$14.65	\$0.00	\$60.90
	12/01/2018	\$39.60	\$7.60	\$14.65	\$0.00	\$61.85
	06/01/2019	\$40.60	\$7.60	\$14.65	\$0.00	\$62.85
	12/01/2019	\$41.60	\$7.60	\$14.65	\$0.00	\$63.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2017	\$36.85	\$7.60	\$14.65	\$0.00	\$59.10
	12/01/2017	\$37.70	\$7.60	\$14.65	\$0.00	\$59.95
	06/01/2018	\$38.65	\$7.60	\$14.65	\$0.00	\$60.90
	12/01/2018	\$39.60	\$7.60	\$14.65	\$0.00	\$61.85
	06/01/2019	\$40.60	\$7.60	\$14.65	\$0.00	\$62.85
	12/01/2019	\$41.60	\$7.60	\$14.65	\$0.00	\$63.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2017	\$36.85	\$7.60	\$14.65	\$0.00	\$59.10
	12/01/2017	\$37.70	\$7.60	\$14.65	\$0.00	\$59.95
	06/01/2018	\$38.65	\$7.60	\$14.65	\$0.00	\$60.90
	12/01/2018	\$39.60	\$7.60	\$14.65	\$0.00	\$61.85
	06/01/2019	\$40.60	\$7.60	\$14.65	\$0.00	\$62.85
	12/01/2019	\$41.60	\$7.60	\$14.65	\$0.00	\$63.85
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2017	\$38.78	\$10.75	\$17.67	\$0.00	\$67.20

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

Effective Date - 02/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.75	\$17.67	\$0.00	\$47.81
2	60	\$23.27	\$10.75	\$17.67	\$0.00	\$51.69
3	70	\$27.15	\$10.75	\$17.67	\$0.00	\$55.57
4	80	\$31.02	\$10.75	\$17.67	\$0.00	\$59.44
5	90	\$34.90	\$10.75	\$17.67	\$0.00	\$63.32

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2017	\$50.80	\$10.75	\$19.22	\$0.00	\$80.77
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Effective Date - 02/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.75	\$19.22	\$0.00	\$55.37
2	60	\$30.48	\$10.75	\$19.22	\$0.00	\$60.45
3	70	\$35.56	\$10.75	\$19.22	\$0.00	\$65.53
4	80	\$40.64	\$10.75	\$19.22	\$0.00	\$70.61
5	90	\$45.72	\$10.75	\$19.22	\$0.00	\$75.69
Notes:						
Apprentice to Journeyworker Ratio:1:5						
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2017	\$38.62	\$9.90	\$18.50	\$0.00	\$67.02
	10/01/2017	\$39.52	\$9.90	\$18.50	\$0.00	\$67.92
	04/01/2018	\$40.42	\$9.90	\$18.50	\$0.00	\$68.82
	10/01/2018	\$41.32	\$9.90	\$18.50	\$0.00	\$69.72
	04/01/2019	\$42.22	\$9.90	\$18.50	\$0.00	\$70.62

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.24	\$9.90	\$5.31	\$0.00	\$36.45
2	65	\$25.10	\$9.90	\$15.13	\$0.00	\$50.13
3	75	\$28.97	\$9.90	\$16.10	\$0.00	\$54.97
4	85	\$32.83	\$9.90	\$17.06	\$0.00	\$59.79

Effective Date - 10/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.74	\$9.90	\$5.31	\$0.00	\$36.95
2	65	\$25.69	\$9.90	\$15.13	\$0.00	\$50.72
3	75	\$29.64	\$9.90	\$16.10	\$0.00	\$55.64
4	85	\$33.59	\$9.90	\$17.06	\$0.00	\$60.55

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS						
Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56
Notes: Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2017	\$48.10	\$7.85	\$16.10	\$0.00	\$72.05
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 1</i>						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New						
Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.05	\$7.85	\$0.00	\$0.00	\$31.90
2	55	\$26.46	\$7.85	\$3.66	\$0.00	\$37.97
3	60	\$28.86	\$7.85	\$3.99	\$0.00	\$40.70
4	65	\$31.27	\$7.85	\$4.32	\$0.00	\$43.44
5	70	\$33.67	\$7.85	\$14.11	\$0.00	\$55.63
6	75	\$36.08	\$7.85	\$14.44	\$0.00	\$58.37
7	80	\$38.48	\$7.85	\$14.77	\$0.00	\$61.10
8	90	\$43.29	\$7.85	\$15.44	\$0.00	\$66.58
Notes: Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2017	\$46.16	\$7.85	\$16.10	\$0.00	\$70.11
<i>PAINTERS LOCAL 35 - ZONE 1</i>						

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint						
Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.08	\$7.85	\$0.00	\$0.00	\$30.93
2	55	\$25.39	\$7.85	\$3.66	\$0.00	\$36.90
3	60	\$27.70	\$7.85	\$3.99	\$0.00	\$39.54
4	65	\$30.00	\$7.85	\$4.32	\$0.00	\$42.17
5	70	\$32.31	\$7.85	\$14.11	\$0.00	\$54.27
6	75	\$34.62	\$7.85	\$14.44	\$0.00	\$56.91
7	80	\$36.93	\$7.85	\$14.77	\$0.00	\$59.55
8	90	\$41.54	\$7.85	\$15.44	\$0.00	\$64.83
Notes: Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
PAINTER (TRAFFIC MARKINGS) <i>LABORERS - ZONE 1</i>	06/01/2017	\$36.85	\$7.60	\$14.65	\$0.00	\$59.10
	12/01/2017	\$37.70	\$7.60	\$14.65	\$0.00	\$59.95
	06/01/2018	\$38.65	\$7.60	\$14.65	\$0.00	\$60.90
	12/01/2018	\$39.60	\$7.60	\$14.65	\$0.00	\$61.85
	06/01/2019	\$40.60	\$7.60	\$14.65	\$0.00	\$62.85
	12/01/2019	\$41.60	\$7.60	\$14.65	\$0.00	\$63.85
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 1</i>						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.35	\$7.85	\$0.00	\$0.00	\$31.20
2	55	\$25.69	\$7.85	\$3.66	\$0.00	\$37.20
3	60	\$28.02	\$7.85	\$3.99	\$0.00	\$39.86
4	65	\$30.36	\$7.85	\$4.32	\$0.00	\$42.53
5	70	\$32.69	\$7.85	\$14.11	\$0.00	\$54.65
6	75	\$35.03	\$7.85	\$14.44	\$0.00	\$57.32
7	80	\$37.36	\$7.85	\$14.77	\$0.00	\$59.98
8	90	\$42.03	\$7.85	\$15.44	\$0.00	\$65.32
Notes: Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2017	\$44.76	\$7.85	\$16.10	\$0.00	\$68.71

Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.38	\$7.85	\$0.00	\$0.00	\$30.23
2	55	\$24.62	\$7.85	\$3.66	\$0.00	\$36.13
3	60	\$26.86	\$7.85	\$3.99	\$0.00	\$38.70
4	65	\$29.09	\$7.85	\$4.32	\$0.00	\$41.26
5	70	\$31.33	\$7.85	\$14.11	\$0.00	\$53.29
6	75	\$33.57	\$7.85	\$14.44	\$0.00	\$55.86
7	80	\$35.81	\$7.85	\$14.77	\$0.00	\$58.43
8	90	\$40.28	\$7.85	\$15.44	\$0.00	\$63.57
Notes: Steps are 750 hrs.						
Apprentice to Journeyworker Ratio:1:1						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 1 Effective Date - 08/01/2015						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.02	\$9.80	\$19.23	\$0.00	\$50.05
2	60	\$25.22	\$9.80	\$19.23	\$0.00	\$54.25
3	70	\$29.43	\$9.80	\$19.23	\$0.00	\$58.46
4	75	\$31.53	\$9.80	\$19.23	\$0.00	\$60.56
5	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
6	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
7	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
8	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
Notes:						
Apprentice to Journeyworker Ratio:1:3						
PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03

Apprentice - PIPEFITTER - Local 537 Effective Date - 03/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
2	45	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
3	60	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
4	70	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67
5	80	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79
Notes: ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr. Refrig/AC Mechanic **1:1;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 <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PLUMBER/GASFITTER - Local 12						
Effective Date - 03/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.44	\$11.32	\$5.74	\$0.00	\$35.50
2	40	\$21.08	\$11.32	\$6.49	\$0.00	\$38.89
3	55	\$28.98	\$11.32	\$8.73	\$0.00	\$49.03
4	65	\$34.25	\$11.32	\$10.23	\$0.00	\$55.80
5	75	\$39.52	\$11.32	\$11.72	\$0.00	\$62.56
<div>Notes: ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr Step4 with lic\$58.50 Step5 with lic\$65.36</div>						
Apprentice to Journeyworker Ratio:**						
PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	12/01/2017	\$38.70	\$7.60	\$14.65	\$0.00	\$60.95
	06/01/2018	\$39.65	\$7.60	\$14.65	\$0.00	\$61.90
	12/01/2018	\$40.60	\$7.60	\$14.65	\$0.00	\$62.85
	06/01/2019	\$41.60	\$7.60	\$14.65	\$0.00	\$63.85
	12/01/2019	\$42.60	\$7.60	\$14.65	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25a</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25a</i>	07/01/2017	\$31.44	\$8.48	\$9.72	\$0.00	\$49.64
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 1 (Residential Wood)</i>	06/01/2016	\$43.92	\$9.80	\$16.82	\$0.00	\$70.54
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 1 (Residential Wood)</i>	04/01/2017	\$31.06	\$7.07	\$7.18	\$0.00	\$45.31
	10/01/2017	\$31.75	\$7.07	\$7.18	\$0.00	\$46.00
	04/01/2018	\$32.22	\$7.07	\$7.18	\$0.00	\$46.47
	10/01/2018	\$32.69	\$7.07	\$7.18	\$0.00	\$46.94
	04/01/2019	\$33.17	\$7.07	\$7.18	\$0.00	\$47.42
	10/01/2019	\$33.65	\$7.07	\$7.18	\$0.00	\$47.90
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						
Apprentice - CARPENTER (Residential Wood Frame) - Zone 1						
Effective Date - 04/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.64	\$7.07	\$0.00	\$0.00	\$25.71
2	60	\$18.64	\$7.07	\$0.00	\$0.00	\$25.71
3	65	\$20.19	\$7.07	\$7.18	\$0.00	\$34.44
4	70	\$21.74	\$7.07	\$7.18	\$0.00	\$35.99
5	75	\$23.30	\$7.07	\$7.18	\$0.00	\$37.55
6	80	\$24.85	\$7.07	\$7.18	\$0.00	\$39.10
7	85	\$26.40	\$7.07	\$7.18	\$0.00	\$40.65
8	90	\$27.95	\$7.07	\$7.18	\$0.00	\$42.20
Effective Date - 10/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.05	\$7.07	\$0.00	\$0.00	\$26.12
2	60	\$19.05	\$7.07	\$0.00	\$0.00	\$26.12
3	65	\$20.64	\$7.07	\$7.18	\$0.00	\$34.89
4	70	\$22.23	\$7.07	\$7.18	\$0.00	\$36.48
5	75	\$23.81	\$7.07	\$7.18	\$0.00	\$38.06
6	80	\$25.40	\$7.07	\$7.18	\$0.00	\$39.65
7	85	\$26.99	\$7.07	\$7.18	\$0.00	\$41.24
8	90	\$28.58	\$7.07	\$7.18	\$0.00	\$42.83
<div>Notes:</div>						
Apprentice to Journeyworker Ratio:1:5						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.10	\$7.60	\$14.65	\$0.00	\$59.35
	12/01/2017	\$37.95	\$7.60	\$14.65	\$0.00	\$60.20
	06/01/2018	\$38.90	\$7.60	\$14.65	\$0.00	\$61.15
	12/01/2018	\$39.85	\$7.60	\$14.65	\$0.00	\$62.10
	06/01/2019	\$40.85	\$7.60	\$14.65	\$0.00	\$63.10
	12/01/2019	\$41.85	\$7.60	\$14.65	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg) <i>ROOFERS LOCAL 33</i>	02/01/2017	\$41.36	\$11.10	\$13.80	\$0.00	\$66.26
	08/01/2017	\$42.46	\$11.10	\$13.80	\$0.00	\$67.36
	02/01/2018	\$43.61	\$11.10	\$13.80	\$0.00	\$68.51
	08/01/2018	\$44.71	\$11.10	\$13.80	\$0.00	\$69.61
	02/01/2019	\$45.86	\$11.10	\$13.80	\$0.00	\$70.76
Apprentice - ROOFER - Local 33						
Effective Date - 02/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$11.10	\$3.44	\$0.00	\$35.22
2	60	\$24.82	\$11.10	\$13.80	\$0.00	\$49.72
3	65	\$26.88	\$11.10	\$13.80	\$0.00	\$51.78
4	75	\$31.02	\$11.10	\$13.80	\$0.00	\$55.92
5	85	\$35.16	\$11.10	\$13.80	\$0.00	\$60.06
Effective Date - 08/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.23	\$11.10	\$3.44	\$0.00	\$35.77
2	60	\$25.48	\$11.10	\$13.80	\$0.00	\$50.38
3	65	\$27.60	\$11.10	\$13.80	\$0.00	\$52.50
4	75	\$31.85	\$11.10	\$13.80	\$0.00	\$56.75
5	85	\$36.09	\$11.10	\$13.80	\$0.00	\$60.99
<div> 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) </div>						
Apprentice to Journeyworker Ratio:**						
ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2017	\$41.61	\$11.10	\$13.80	\$0.00	\$66.51
	08/01/2017	\$42.71	\$11.10	\$13.80	\$0.00	\$67.61
	02/01/2018	\$43.86	\$11.10	\$13.80	\$0.00	\$68.76
	08/01/2018	\$44.96	\$11.10	\$13.80	\$0.00	\$69.86
	02/01/2019	\$46.11	\$11.10	\$13.80	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2017	\$43.72	\$11.45	\$23.07	\$2.35	\$80.59
	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SHEET METAL WORKER - Local 17-A						
Effective Date - 02/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.49	\$11.45	\$5.24	\$0.00	\$34.18
2	40	\$17.49	\$11.45	\$5.24	\$0.00	\$34.18
3	45	\$19.67	\$11.45	\$10.31	\$1.24	\$42.67
4	45	\$19.67	\$11.45	\$10.31	\$1.24	\$42.67
5	50	\$21.86	\$11.45	\$11.21	\$1.34	\$45.86
6	50	\$21.86	\$11.45	\$11.46	\$1.34	\$46.11
7	60	\$26.23	\$11.45	\$13.02	\$1.52	\$52.22
8	65	\$28.42	\$11.45	\$13.93	\$1.61	\$55.41
9	75	\$32.79	\$11.45	\$15.74	\$1.80	\$61.78
10	85	\$37.16	\$11.45	\$17.05	\$1.97	\$67.63
Effective Date - 08/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
2	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
3	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
4	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
5	50	\$21.92	\$11.45	\$11.71	\$1.35	\$46.43
6	50	\$21.92	\$11.45	\$11.96	\$1.36	\$46.69
7	60	\$26.30	\$11.45	\$13.61	\$1.54	\$52.90
8	65	\$28.49	\$11.45	\$14.56	\$1.64	\$56.14
9	75	\$32.87	\$11.45	\$16.47	\$1.82	\$62.61
10	85	\$37.26	\$11.45	\$17.87	\$2.00	\$68.58
<div> Notes: Steps are 6 mos. </div>						
Apprentice to Journeyworker Ratio:1:4						
SIGN ERECTOR <i>PAINTERS LOCAL 35 - ZONE 1</i>	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SIGN ERECTOR - Local 35 Zone 1						
Effective Date -	06/01/2013					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35
Notes: Steps are 4 mos.						
Apprentice to Journeyworker Ratio:1:1						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL, NO. 10 ZONE A</i>	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL, NO. 10 ZONE A</i>	12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2017	\$56.08	\$8.77	\$17.20	\$0.00	\$82.05
Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1						
Effective Date -	03/01/2017					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.63	\$8.52	\$8.70	\$0.00	\$36.85
2	40	\$22.43	\$8.52	\$8.70	\$0.00	\$39.65
3	45	\$25.24	\$8.52	\$8.70	\$0.00	\$42.46
4	50	\$28.04	\$8.52	\$8.70	\$0.00	\$45.26
5	55	\$30.84	\$8.52	\$8.70	\$0.00	\$48.06
6	60	\$33.65	\$8.52	\$10.20	\$0.00	\$52.37
7	65	\$36.45	\$8.52	\$10.20	\$0.00	\$55.17
8	70	\$39.26	\$8.52	\$10.20	\$0.00	\$57.98
9	75	\$42.06	\$8.52	\$10.20	\$0.00	\$60.78
10	80	\$44.86	\$8.52	\$10.20	\$0.00	\$63.58
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 <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35
Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103						
Effective Date -	03/01/2017					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
2	40	\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
3	45	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
4	45	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
5	50	\$18.13	\$13.00	\$12.81	\$0.00	\$43.94
6	55	\$19.94	\$13.00	\$13.09	\$0.00	\$46.03
7	60	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
8	65	\$23.56	\$13.00	\$13.65	\$0.00	\$50.21
9	70	\$25.38	\$13.00	\$13.93	\$0.00	\$52.31
10	75	\$27.19	\$13.00	\$14.21	\$0.00	\$54.40
Effective Date - 09/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
2	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
3	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
4	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
5	50	\$18.48	\$13.00	\$12.82	\$0.00	\$44.30
6	55	\$20.33	\$13.00	\$13.10	\$0.00	\$46.43
7	60	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
8	65	\$24.02	\$13.00	\$13.66	\$0.00	\$50.68
9	70	\$25.87	\$13.00	\$13.95	\$0.00	\$52.82
10	75	\$27.72	\$13.00	\$14.22	\$0.00	\$54.94
Notes:						
Apprentice to Journeyworker Ratio:1:1						
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2017	\$49.70	\$10.75	\$19.22	\$0.00	\$79.67

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile						
Effective Date - 02/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.75	\$19.22	\$0.00	\$54.82
2	60	\$29.82	\$10.75	\$19.22	\$0.00	\$59.79
3	70	\$34.79	\$10.75	\$19.22	\$0.00	\$64.76
4	80	\$39.76	\$10.75	\$19.22	\$0.00	\$69.73
5	90	\$44.73	\$10.75	\$19.22	\$0.00	\$74.70
<div>Notes:</div>						
Apprentice to Journeyworker Ratio:1:3						
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.70	\$7.60	\$14.35	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.42	\$7.60	\$14.35	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$34.12	\$10.91	\$10.89	\$0.00	\$55.92
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$48.58	\$7.60	\$14.75	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$50.58	\$7.60	\$14.75	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$40.65	\$7.60	\$14.75	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$42.65	\$7.60	\$14.75	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2017	\$37.60	\$7.60	\$14.15	\$0.00	\$59.35
	12/01/2017	\$38.45	\$7.60	\$14.15	\$0.00	\$60.20
	06/01/2018	\$39.40	\$7.60	\$14.15	\$0.00	\$61.15
	12/01/2018	\$40.35	\$7.60	\$14.15	\$0.00	\$62.10
	06/01/2019	\$41.35	\$7.60	\$14.15	\$0.00	\$63.10
	12/01/2019	\$42.35	\$7.60	\$14.15	\$0.00	\$64.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.25	\$10.91	\$0.00	\$0.00	\$44.16
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.32	\$10.91	\$0.00	\$0.00	\$44.23
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.44	\$10.91	\$0.00	\$0.00	\$44.35
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$0.00	\$0.00	\$98.09
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
	12/01/2017	\$48.38	\$10.00	\$0.00	\$0.00	\$58.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$31.86	\$10.00	\$0.00	\$0.00	\$41.86
	12/01/2017	\$32.55	\$10.00	\$0.00	\$0.00	\$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$0.00	\$0.00	\$68.66
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$0.00	\$0.00	\$51.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$0.00	\$0.00	\$72.86
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$0.00	\$0.00	\$98.03
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2017	\$20.50	\$7.60	\$0.00	\$0.00	\$28.10
	12/01/2017	\$21.50	\$7.60	\$0.00	\$0.00	\$29.10
	06/01/2018	\$21.50	\$7.60	\$0.00	\$0.00	\$29.10
	12/01/2018	\$22.50	\$7.60	\$0.00	\$0.00	\$30.10
	06/01/2019	\$22.50	\$7.60	\$0.00	\$0.00	\$30.10
	12/01/2019	\$23.50	\$7.60	\$0.00	\$0.00	\$31.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$31.86	\$10.00	\$0.00	\$0.00	\$41.86
	12/01/2017	\$32.55	\$10.00	\$0.00	\$0.00	\$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51
2	60	\$27.83	\$10.00	\$0.00	\$0.00	\$37.83
3	65	\$30.15	\$10.00	\$0.00	\$0.00	\$40.15
4	70	\$32.47	\$10.00	\$0.00	\$0.00	\$42.47
5	75	\$34.79	\$10.00	\$0.00	\$0.00	\$44.79
6	80	\$37.10	\$10.00	\$0.00	\$0.00	\$47.10
7	85	\$39.42	\$10.00	\$0.00	\$0.00	\$49.42
8	90	\$41.74	\$10.00	\$0.00	\$0.00	\$51.74

Effective Date - 12/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.06	\$10.00	\$0.00	\$0.00	\$36.06
2	60	\$28.43	\$10.00	\$0.00	\$0.00	\$38.43
3	65	\$30.80	\$10.00	\$0.00	\$0.00	\$40.80
4	70	\$33.17	\$10.00	\$0.00	\$0.00	\$43.17
5	75	\$35.54	\$10.00	\$0.00	\$0.00	\$45.54
6	80	\$37.90	\$10.00	\$0.00	\$0.00	\$47.90
7	85	\$40.27	\$10.00	\$0.00	\$0.00	\$50.27
8	90	\$42.64	\$10.00	\$0.00	\$0.00	\$52.64

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER <i>LABORERS - ZONE 1</i>	06/01/2017	\$36.85	\$7.60	\$0.00	\$0.00	\$44.45
	12/01/2017	\$37.70	\$7.60	\$0.00	\$0.00	\$45.30
	06/01/2018	\$38.65	\$7.60	\$0.00	\$0.00	\$46.25
	12/01/2018	\$39.60	\$7.60	\$0.00	\$0.00	\$47.20
	06/01/2019	\$40.60	\$7.60	\$0.00	\$0.00	\$48.20
	12/01/2019	\$41.60	\$7.60	\$0.00	\$0.00	\$49.20

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER - Zone 1						
Effective Date - 06/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.11	\$7.60	\$0.00	\$0.00	\$29.71
2	70	\$25.80	\$7.60	\$0.00	\$0.00	\$33.40
3	80	\$29.48	\$7.60	\$0.00	\$0.00	\$37.08
4	90	\$33.17	\$7.60	\$0.00	\$0.00	\$40.77

Effective Date - 12/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.62	\$7.60	\$0.00	\$0.00	\$30.22
2	70	\$26.39	\$7.60	\$0.00	\$0.00	\$33.99
3	80	\$30.16	\$7.60	\$0.00	\$0.00	\$37.76
4	90	\$33.93	\$7.60	\$0.00	\$0.00	\$41.53

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$23.47	\$10.00	\$0.00	\$0.00	\$33.47
	12/01/2017	\$23.99	\$10.00	\$0.00	\$0.00	\$33.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$27.54	\$10.00	\$0.00	\$0.00	\$37.54
	12/01/2017	\$28.15	\$10.00	\$0.00	\$0.00	\$38.15
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.08	\$10.91	\$0.00	\$0.00	\$43.99
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$0.00	\$0.00	\$56.38
	12/01/2017	\$47.38	\$10.00	\$0.00	\$0.00	\$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$31.86	\$10.00	\$0.00	\$0.00	\$41.86
	12/01/2017	\$32.55	\$10.00	\$0.00	\$0.00	\$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.83	\$10.91	\$0.00	\$0.00	\$44.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$0.00	\$0.00	\$55.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$46.92	\$10.00	\$0.00	\$0.00	\$56.92
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$34.12	\$10.91	\$0.00	\$0.00	\$45.03
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45

Additional Apprentice Information:

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

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

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

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

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



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

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 ☐

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

Page _____ of _____

Date Received by Awarding Authority
/ /

General Decision Number: MA170013 07/07/2017 MA13

Superseded General Decision Number: MA20160013

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

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

HEAVY AND MARINE CONTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	02/03/2017
3	03/03/2017
4	03/17/2017
5	04/14/2017
6	05/05/2017
7	05/12/2017
8	05/26/2017
9	06/02/2017
10	06/09/2017
11	06/16/2017
12	07/07/2017

BOIL0029-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 42.42	24.92

BRMA0001-011 03/01/2017		

FOXBORO CHAPTER

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

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 48.66	29.47

BRMA0001-012 03/01/2017

LOWELL CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 48.66	29.47

BRMA0001-013 03/01/2017

LOWELL CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 48.66	29.47

BRMA0003-001 04/01/2017

	Rates	Fringes
Marble & Tile Finisher.....	\$ 37.16	28.14
Marble, Tile & Terrazzo Workers.....	\$ 50.80	30.29
TERRAZZO FINISHER.....	\$ 49.70	30.12

BRMA0003-003 03/01/2017

BOSTON CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 50.76	30.34

BRMA0003-011 03/01/2017

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield, Wakefield, Wenham, West Newbury); and MIDDLESEX (North Reading, Reading, Wakefield)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 50.76	30.34

BRMA0003-012 03/01/2017

Rates	Fringes
BRICKLAYER	
WALTHAM CHAPTER -	
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester, Woburn).....\$ 50.76	
	30.34

BRMA0003-014 03/01/2017

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

Rates	Fringes
Bricklayer/Cement Mason.....\$ 50.76	30.34

BRMA0003-025 03/01/2017

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

Rates	Fringes
Bricklayer/Cement Mason.....\$ 50.76	30.34

BRMA0003-033 03/01/2017

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

Rates	Fringes
Bricklayer, Plasterer.....\$ 50.76	30.34

CARP0026-003 09/01/2016

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Braintree, Canton, Cohasset, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham) COUNTIES	
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Rates	Fringes
CARPENTER.....\$ 37.80	27.40

CARP0033-003 09/01/2016

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); AND SUFFOLK COUNTIES	
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Rates	Fringes
CARPENTER.....\$ 44.73	27.85

CARP0056-001 08/01/2015

All of SUFFOLK COUNTY; and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, and PLYMOUTH COUNTIES situated INSIDE Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES and NANTUCKET COUNTIES	
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Rates	Fringes
PILEDRIVERMAN.....\$ 42.04	29.73

CARP0056-002 08/01/2015

The areas of BARNSTABLE, BRISTOL, PLYMOUTH, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal	
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Rates	Fringes
PILEDRIVERMAN.....\$ 42.04	29.73

CARP0056-003 08/01/2015

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)	
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Rates	Fringes
PILEDRIVERMAN.....\$ 42.04	29.73

CARP0056-004 08/01/2015

Rates	Fringes
DIVER TENDER.....\$ 42.04	29.73
DIVER.....\$ 58.86	29.73

CARP0424-001 09/01/2016

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH (Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke Rockland, Scituate)	
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Rates	Fringes
CARPENTER.....\$ 37.80	27.40

CARP0624-002 09/01/2016

DUKES; NANTUCKET	
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	Rates	Fringes
CARPENTER.....	\$ 44.73	27.85

CARP0624-006 09/01/2016		
BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); NORFOLK (Avon, Holbrook, Randolph, Stoughton); PLYMOUTH (Bridgewater, Kingston, Lakeville, Middleboro, Plymouth, S. Hanover, Whitman)		
	Rates	Fringes
CARPENTER.....	\$ 37.80	27.40

CARP1121-001 04/01/2017		
	Rates	Fringes
MILLWRIGHT.....	\$ 38.62	29.50

ELEC0096-001 06/01/2017		
MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)		
	Rates	Fringes
ELECTRICIAN.....	\$ 41.97	11%+19.91
Teledata System Installer.....	\$ 26.16	22.49

* ELEC0099-001 06/01/2017		
BRISTOL (Attleboro, North Attleboro, Seekonk)		
	Rates	Fringes
ELECTRICIAN.....	\$ 38.08	57.24%
Teledata System Installer.....	\$ 28.56	13.1%+13.76

ELEC0103-002 03/01/2017		
ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)		
	Rates	Fringes
ELECTRICIAN.....	\$ 48.33	31.17

ELEC0103-004 03/01/2017		
ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)		
	Rates	Fringes

ELECTRICIAN.....	\$ 48.33	31.17

ELEC0103-005 03/01/2017		
ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK		
	Rates	Fringes
ELECTRICIAN.....	\$ 48.33	31.17

ELEC0104-001 08/28/2016		
	Rates	Fringes
Line Construction:		
Cableman.....	\$ 44.35	24.66+A
Equipment Operator.....	\$ 37.70	21.58+A
Groundman.....	\$ 24.39	9.96+A
Lineman.....	\$ 44.35	24.66+A
A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.		

ELEC0223-002 09/01/2016		
BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twps); NORFOLK (Avon, Halbrook, Randolph, Sloughton)		
	Rates	Fringes
ELECTRICIAN.....	\$ 39.21	27.75%+10.60

ENGI0004-009 06/01/2017		
	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 46.38	26.15+A
Group 2.....	\$ 45.93	26.15+A
Group 3.....	\$ 31.86	26.15+A
Group 4.....	\$ 38.49	26.15+A
Group 5.....	\$ 23.47	26.15+A
Group 6.....	\$ 27.54	26.15+A
HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):		
Over 150 ft.	+2.12	
Over 185 ft.	+3.72	
Over 210 ft.	+5.23	

Over 250 ft. +7.92
Over 295 ft. +10.97
Over 350 ft. +12.76

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS [HEAVY
CONSTRUCTION]

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

IRON0007-001 03/16/2016

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

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

Rates Fringes

IRONWORKER
AREA 1.....\$ 42.89 29.89
AREA 2.....\$ 38.48 29.89

IRON0007-010 03/16/2016

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

Rates Fringes

IRONWORKER.....\$ 42.89 29.89

IRON0037-002 03/16/2017

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth,
Dighton, Fairhaven, Fall River, Freetown, Mansfield, New
Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk,
Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET;
NORFOLK (Billingham, Franklin, Plainville, Wrentham); PLYMOUTH
(Lakeville, Marion, Mattapoisett, Middleboro, Rochester,
Wareham)

Rates Fringes

IRONWORKER.....\$ 34.89 26.02

LAB00022-006 06/01/2016

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

Rates Fringes

Laborers:
GROUP 1.....\$ 35.85 22.45
GROUP 2.....\$ 36.10 22.45
GROUP 3.....\$ 36.60 22.45
GROUP 4.....\$ 36.85 22.45
GROUP 5.....\$ 20.50 22.45
GROUP 6.....\$ 37.85 22.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher
tenders

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

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

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LAB00022-012 06/01/2016

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

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 31.65	21.30
GROUP 2.....	\$ 31.90	21.30
GROUP 3.....	\$ 32.40	21.30
GROUP 4.....	\$ 32.65	21.30
GROUP 5.....	\$ 20.50	21.30
GROUP 6.....	\$ 33.65	21.30

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

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

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

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LAB00022-013 06/01/2016

	Rates	Fringes
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Laborers:

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

GROUP 1.....	\$ 39.40	21.80+a
GROUP 2.....	\$ 39.40	21.80+a

(OPEN AIR CASSONS,
UNDERPINNING AND TEST
BORING INDUSTRIES):

TEST BORING & WELL DRILLING

Driller.....	\$ 37.20	22.15+A
Laborer.....	\$ 35.80	22.15+A

(OPEN AIR CASSONS,

UNDERPINNING AND TEST
BORING INDUSTRIES):

OPEN AIR CASSON,
UNDERPINNING WORK & BORING
CREW

Bottom man.....	\$ 36.95	22.15+A
Laborers; Top man.....	\$ 35.30	22.15+A

(TUNNELS, CAISSON &
CYLINDER WORK IN
COMPRESSED AIR)

GROUP 1.....	\$ 36.85	21.80+a
GROUP 2.....	\$ 47.33	21.80+a
GROUP 3.....	\$ 47.33	21.80+a
GROUP 4.....	\$ 47.33	21.80+a
GROUP 5.....	\$ 47.33	21.80+a
GROUP 6.....	\$ 49.33	21.80+a

CLEANING CONCRETE AND
CAULKING TUNNEL (Both New
& Existing)

GROUP 1.....	\$ 39.40	21.80+a
GROUP 2.....	\$ 39.40	21.80+a

ROCK SHAFT, CONCRETE
LINING OF SAME AND TUNNEL
IN FREE AIR

GROUP 1.....	\$ 36.85	21.80+a
GROUP 2.....	\$ 39.40	21.80+a
GROUP 3.....	\$ 39.40	21.80+a
GROUP 4.....	\$ 39.40	21.80+a
GROUP 5.....	\$ 41.40	21.80+a

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

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

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

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

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

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

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

GROUP 2: Brakeman; trackman

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

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

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

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

GROUP 1: Change house attendants

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

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

GROUP 4: Miner; cage tender; bellman

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

FOOTNOTE FOR LABORERS:

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

LAB01421-001 07/01/2016

WRECKING LABORERS:

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 36.00	22.45
Group 2.....	\$ 36.75	22.45
Group 3.....	\$ 37.00	22.45
Group 4.....	\$ 32.00	22.45
Group 5.....	\$ 35.10	22.45
Group 6.....	\$ 36.00	22.45

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

PAIN0035-001 01/01/2015

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

	Rates	Fringes
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Painters:

NEW CONSTRUCTION:

Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 36.26	25.95
Spray, Sandblast.....	\$ 37.66	25.95

REPAINT:

Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 34.32	25.95
Spray, Sandblast.....	\$ 35.72	25.95

PAIN0035-015 01/01/2015

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

	Rates	Fringes
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Painters:

NEW CONSTRUCTION:

Brush, Taper.....	\$ 42.05	25.95
Spray, Sandblast.....	\$ 43.45	25.95

REPAINT:

Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 40.11	25.95
Spray, Sandblast.....	\$ 41.51	25.95

PLAS0534-001 01/01/2017

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.00	33.91

PLUM0004-001 03/01/2017

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.81	25.51

PLUM0012-001 03/01/2017

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

	Rates	Fringes
PLUMBER.....	\$ 48.36	28.38

PLUM0012-003 03/01/2017

7/26/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MA13.dvb?v=12>

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 48.36	28.38

PLUM0012-006 03/01/2017		

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

	Rates	Fringes
PLUMBER.....	\$ 52.44	28.38

PLUM0051-005 09/01/2016		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.38	28.20

PLUM0537-001 09/01/2016		

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

	Rates	Fringes
PIPEFITTER.....	\$ 50.19	29.76

<https://www.wdol.gov/wdol/scafiles/davisbacon/MA13.dvb?v=12>

13/17

7/26/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MA13.dvb?v=12>-----
TEAM0379-001 08/01/2016

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 31.98	21.96+A+B
Group 2.....	\$ 32.15	21.96+A+B
Group 3.....	\$ 32.22	21.96+A+B
Group 4.....	\$ 32.34	21.96+A+B
Group 5.....	\$ 32.44	21.96+A+B
Group 6.....	\$ 32.73	21.96+A+B
Group 7.....	\$ 33.02	21.96+A+B

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

TRUCK DRIVERS CLASSIFICATIONS

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

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

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

FOOTNOTES:

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

<https://www.wdol.gov/wdol/scafiles/davisbacon/MA13.dvb?v=12>

14/17

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

IFB # 18-02
SECTION 4.0
FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for:
Fall 2017 & Spring 2018 Tree Planting and Related Services

In accordance with the accompanying plans and specifications and specified below, subject to additions and deductions according to the terms of the specifications.

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

- | |
|---|
| <ul style="list-style-type: none">• The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than 8/9/2017 by 11:30AM EST• If the awarded vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)• Awarded Vendor must comply with Living Wage requirements (see Section 3.0; only for services)• Awarded Vendor must comply with insurance requirements as stated in Section 3.0.• The Purchasing Director reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.• The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.• This form to be enclosed in sealed bid package. |
|---|

The proposed 36-month contract price is (total bid in figures):	
\$	
Total in words:	

<i>(If applicable)</i> 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.	
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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.	
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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.	
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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	
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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 acceptance 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 _____ day of _____, 20____.

Name of Company/Individual:

Address, City, State, Zip:

Tel #

Email:

Name and Title of Person Signing

Signature of Authorized Individual

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package.

Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDA:

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

Bid Pricing Sheet

Please quote on the following items. Prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the services listed below. Prices are to remain the same for the entire contract period.

Fall Tree Planting, September 15th – November 30th, 2017			
	Approx. Qty.	Unit Price	Total Price
1. Tree Supply: Shade Tree (B&B, 2" – 2 ½" Caliper) [cost of tree ONLY]	50 trees	per tree	
2. Tree Supply: Shade Tree (Bare Root, 1.5" – 3" Caliper) [cost of tree ONLY]	20 trees	per tree	
3. Tree Supply: Ornamental Tree (B&B, 2" – 2 ½" Caliper) [cost of tree ONLY]	35 trees	per tree	
4. Tree Supply: Ornamental Tree (Bare Root 1.5" – 3" Caliper) [cost of tree ONLY]	15 trees	per tree	
5. Tree Well Preparation: Removal of Trees (2"-5" Caliper)	30 trees	per tree removal	
6. Tree Well Preparation: Remove and Dispose of Tree Grate	1 tree grate	per tree grate	
7. Tree Well Construction – Sawcut Concrete or Asphalt Sidewalk & Dispose of Material	1500 linear feet	per linear foot	
8. Tree Well Construction – Sawcut and Stabilize Brick Sidewalk (includes Edging)	100 linear feet	per linear foot	
9. Materials: Drip Irrigation Bags	120 bags	per bag	
10. Materials: Tree Stakes (10' wooden stakes, 3" diameter or 2" x 3", per specification)	240 stakes	per stake	
11. Materials: Fertilizer packets (slow-release)	120 packets	per packet	
12. Posting of No Parking Signs	120 signs	per sign posting	
13. Tree Planting and Initial Maintenance*: Installation through Semi-Final Acceptance	120 trees	per tree	
14. Police Traffic Detail (\$450.00 per day)	11 days	\$450.00 per day	
Watering and Maintenance During 2-Year Warranty Period from Semi-Final Acceptance to Final Acceptance, November 30th 2017 – October 1st, 2019			
	Approx. Qty	Unit Price	Total Price
15. Year 1: Tree Watering and Maintenance	120 trees	per tree	
16. Year 2: Tree Watering and Maintenance	120 trees	per tree	

Spring Tree Planting, April 1st – June 15th, 2018

	Approx. Qty	Unit Price	Total Price
1. Tree Supply: Shade Tree (B&B, 2" – 2 ½" Caliper) [cost of tree ONLY]	50 trees	per tree	
2. Tree Supply: Shade Tree (Bare Root, 1.5" – 3" Caliper) [cost of tree ONLY]	20 trees	per tree	
3. Tree Supply: Ornamental Tree (B&B, 2" – 2 ½" Caliper) [cost of tree ONLY]	25 trees	per tree	
4. Tree Supply: Ornamental Tree (Bare Root 1.5" – 3" Caliper) [cost of tree ONLY]	15 trees	per tree	
5. Tree Well Preparation: Removal of Trees (2"-5" Caliper)	20 trees	per tree removal	
6. Tree Well Preparation: Remove and Dispose of Tree Grate	1 tree grate	per tree grate	
7. Tree Well Construction – Sawcut Concrete or Asphalt Sidewalk & Dispose of Material	1500 linear feet	per linear foot	
8. Tree Well Construction – Sawcut and Stabilize Brick Sidewalk (includes Edging)	100 linear feet	per linear foot	
9. Materials: Drip Irrigation Bags	110 bags	per bag	
10. Materials: Tree Stakes (10' wooden stakes, 3" diameter or 2" x 3", per specification)	2200 stakes	per stake	
11. Materials: Fertilizer packets (slow-release)	110 packets	per packet	
12. Posting of No Parking Signs	110 signs	per sign posting	
13. Tree Planting and Initial Maintenance*: Installation through Semi-Final Acceptance	110 trees	per tree	
14. Police Traffic Detail (\$450.00 per day)	10 days	\$450.00 per day	
Watering and Maintenance During 2-Year Warranty Period from Semi-Final Acceptance to Final Acceptance, June 15th 2018 – June 1st, 2020			
	Approx. Qty	Unit Price	Total Price
15. Year 1: Tree Watering and Maintenance	110 trees	per tree	
16. Year 2: Tree Watering and Maintenance	110 trees	per tree	
Total Fee for 36-Month Contract:			

*Includes all tools, equipment, labor and materials needed to transport and install trees, including: furnishing and delivering prepared planting soil, mulch, fertilizer packets, removal of existing surface material at tree pit location, digging of pits, soil management, planting of trees, pruning, staking, guying, mulching, weeding, watering, cleanup, tree planting establishment work and care (including twice/week for first 30 days), maintenance replacement, Contractor's and City Urban Forester's costs of selecting and tagging the trees, and for the two (2) year maintenance guarantee and replacement if required as specified herein.

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

APPENDIX D
General Conditions

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

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ARTICLE 1 DEFINITIONS

1.1. In General.

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

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

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

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

1.2. Definitions.

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

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

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

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

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

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

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

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

1.2.9. Contract Time. Unless otherwise provided, the Contract Time is the number of days allotted in the Contract Documents or the dates stated in the Agreement, including authorized adjustments, for Semi-final acceptance.

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

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

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

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

1.2.14. Final acceptance. Final acceptance is the point in time when the Design Professional finds that the Work has been fully completed in accordance with the Contract Documents.

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

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

Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 ABOUT THE CONTRACT DOCUMENTS

2.1. Priority./Conflict.

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

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

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

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

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

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

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

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

2.2. Execution.

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

2.3. Intent.

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

2.3.2. Statutory Provisions. Each and every provision of law, code, and regulation, required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were

included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

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

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

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

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

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

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

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

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

2.4. Organization.

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

2.5. References.

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

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

2.6. Reuse of Design Professional's Written Instruments.

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

2.7. Written Material of the Contractor.

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

2.8. Modifying Words.

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

2.9. Use of Certain Words and Terms.

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

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

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

2.10. Modification of the Contract Documents.

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

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

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

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

ARTICLE 3 THE CITY

3.1. Signatory.

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

3.2. Requirements to Provide Documents.

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

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

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

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

3.3. Clerk of the Works.

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

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

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

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

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

3.5. Limitations on the City's Responsibilities.

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

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

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

3.6. Reservation of Rights.

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

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

3.7. Waivers.

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

ARTICLE 4
THE DESIGN PROFESSIONAL

4.1. City's Representative.

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

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

4.2. Administration of the Contract.

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

4.3. Visits to the Site.

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

4.4. Communications Facilitating Contract Administration.

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

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

4.5. Certification of Applications for Payment.

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

4.6. Rejection of Work.

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

4.7. Review of Submittals.

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

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

4.8. Preparation of Change Orders and Construction Change Directives.

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

4.9. Inspections.

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

4.10. Interpretations, Clarifications, and Decisions.

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

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

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

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

4.11. Limitation on the Design Professional's Responsibilities.

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

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

ARTICLE 5 THE CONTRACTOR

5.1. Relationship with the City.

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

5.2. Code of Conduct.

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

5.3. Quality Assurance.

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

5.4. Supervision.

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

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

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

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

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

5.5. Personnel.

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

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

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

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

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

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

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

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

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

5.6. Superintendence.

5.6.1. Employment of a Superintendent. The **Contractor** shall employ a competent, properly licensed superintendent, reasonably acceptable to the **City**, and necessary assistants who shall be in attendance at the Site full time during the progress of the Work until the date of Semi-final acceptance 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 acceptance. If continually in the employ of the Contractor, the same Superintendent shall be assigned to this project.

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

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

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

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

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

5.7. Materials, Labor, Equipment, Etc.

5.7.1. Provision of. Unless otherwise provided in the Contract Documents, the **Contractor** shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work. The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings, and in accordance with the directions of the Design Professional or CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Design Professional and CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.9. Taxes.

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

5.10. Permits, Licenses, and Fees.

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

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

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

5.12. Additional Information from Design Professional.

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

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

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

5.13. "Or equal."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.14. Substitute Construction Methods or Procedures.

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

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

5.15. Contractor's Progress Schedule.

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

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

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

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

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

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

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

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

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

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

5.16. Project Coordination.

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

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

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

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

5.17. Project Photographs.

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

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

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

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

5.18. Record Documents and Samples at the Site.

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

5.19. Submittals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.20. Continuing the Work.

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

5.21. Use of Site; Access to Work.

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

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

5.22. Protection of Persons and Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind and cold, by covering, enclosing and/or heating.

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

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

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

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

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

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

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

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

5.23. Cutting and Patching.

5.23.1. In General. Unless otherwise provided in the Contract Documents, the **Contractor** shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, including the work of the **City** or of separate contractors.

5.23.2. Damage to Work of City or of Separate Contractor. The **Contractor** shall not damage or endanger a portion of the Work or fully or partially completed construction of the **City** or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The **Contractor** shall not cut or otherwise alter such construction by the **City** or a separate contractor except with prior written consent of the **City** and of such separate contractor; such consent shall not be unreasonably withheld. The **Contractor** shall not unreasonably withhold from the **City** or a separate contractor the **Contractor's** consent to cutting or otherwise altering the Work.

5.23.3. Damage Caused by Contractor. Should the **Contractor** cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the **Contractor's** performance of Work at the Site be made by any separate contractor against the **Contractor**, the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, the **Contractor** shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. The **Contractor** shall, to the fullest extent permitted by laws and regulations, indemnify and hold harmless the **City**, the **Design Professional**, and the **Design Professional's** consultants from and against all claims, damages, losses and expenses (including, but not limited to, fees of the Design Professional, the Design Professional's consultants, attorneys, and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, to the extent based on a claim arising out of the **Contractor's** performance of the Work. Should a separate contractor cause damage to the Work or property of the **Contractor** or should the performance of work by any separate contractor at the site give rise to any other claim, the **Contractor** shall not institute any action, legal or equitable, against the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from the **City**, the **Design Professional**, or any of the **Design Professional's** consultants, on account of any such damage or claim. If the **Contractor** delays at any time in performing or furnishing Work by any act or neglect of a separate contractor and the **City** and the **Contractor** are unable to agree as to the extent of any adjustment in the Contract Time attributable thereto, the **Contractor** may make a claim for an extension of time in accordance with Article 16. An extension of the Contract Time shall be the **Contractor's** exclusive remedy with respect to the **City**, the **Design Professional**, and the **Design Professional's** consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor.

5.24. Cleaning Up.

5.24.1. During the progress of the Work, the **Contractor** shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract or other debris. At the completion of the Work, the **Contractor** shall remove from and about the Project all waste materials, rubbish, and debris, and the **Contractor's** tools, construction equipment, machinery, and surplus materials. Surplus materials to be provided to the **City** by specifications shall be stored in a clean, safe and secure area as directed by the **City**. The **Contractor** shall leave the site clean and ready for

occupancy by the **City** at Semi-final acceptance of the Work. Immediately prior to the **Design Professional's** inspection for Semi-final acceptance, the **Contractor** shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the **Contractor** at the **Contractor's** expense. The **Contractor** shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24.2. If the **Contractor** fails to clean up as provided herein, the **City** may do so and charge the cost thereof to the **Contractor**.

5.25. Royalties and Patents.

5.25.1 The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. To the fullest extent permitted by law, the **Contractor** shall indemnify and hold harmless the **City** and the **Design Professional** from and against all claims, costs, losses, and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

5.26. Contractor's Obligation to Perform.

5.26.1. The **Contractor's** obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the **Contractor's** obligation to perform the Work in accordance with the Contract Documents:

- 5.26.1.1.** observations by the **Design Professional**;
- 5.26.1.2.** recommendation of any progress or final payment by the **Design Professional**;
- 5.26.1.3.** the issuance of a certificate of Semi-final acceptance or any payment by the **City** to the **Contractor** under the Contract Documents;
- 5.26.1.4.** use or occupancy of the Work, Project, or Site, or any part thereof, by the **City**;
- 5.26.1.5.** any acceptance by the **City** or any failure to do so;
- 5.26.1.6.** any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptance by the **Design Professional**;
- 5.26.1.7.** any inspection, test, or approval by others; or
- 5.26.1.8.** any correction of defective Work by the **City**.

5.27. Indemnification; and Covenant Not To Sue.

5.27.1. To the fullest extent permitted by law, the **Contractor** shall assume the defense of, indemnify and hold harmless the **City**, the **Design Professional**, the **Design Professional's** consultants, and agents and employees of any of them, from and against claims, suits, causes of action, demands, liabilities, damages, losses, and expenses, including, but not limited, to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by alleged negligent acts or omissions of the **Contractor**, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

5.27.2. In claims against any person or entity indemnified under the foregoing paragraph by an employee of the **Contractor**, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the foregoing paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor** or a Subcontractor under Workers' Compensation laws, disability benefit acts or other employee benefit acts.

5.27.3. The obligations of the **Contractor** in this Article shall not extend to the liability of the **Design Professional**, the **Design Professional's** consultants, and agents or employees of any of them arising out of (1) the preparation of maps, Plans, opinions, reports, surveys, Change Orders, designs, or Specifications, or (2) directions or instructions given by the **Design Professional**, the **Design Professional's** consultants and agents or employees of any of them, provided such instructions or directions are the primary cause of the injury or damage.

5.27.4. The **Contractor**, or any successor, assign, or subrogee of the **Contractor** agrees not to bring any civil suit, action, or other proceeding in law, equity or arbitration against the **Design Professional**, or the officers, employees, agents, or

consultants of the **Design Professional**, for the enforcement of any action which the **Contractor** may have arising out of or in any manner connected with the Work. The **Contractor** shall assure that this covenant not to sue is contained in all subcontracts and sub-subcontracts of every tier and shall assure its enforcement. The **Design Professional**, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or equity.

5.28. Survival of Obligations.

5.28.1 All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

ARTICLE 6 SUBCONTRACTORS

6.1 Use of Subcontractors.

The **Contractor** shall use the Subcontractors named in the **Contractor's** Bid. The Contractor shall not award any work to any Subcontractor without prior written approval of the CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT). The Contractor shall not award any work to any subcontractor without prior written approval of CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT), which approval will not be given until the Contractor submits a written approval statement concerning the proposed award to the subcontractor, which statement shall contain such information as CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) may require. All subcontracts subject to Mass. General laws, Chapter 149, Sections 44A-J, shall comply with the filed sub-bid requirements of that statute. The Contractor shall be as fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the Terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) may exercise over the Contractor under any provision of the contract documents. Nothing contained in this contract shall create any contractual relation between any subcontractor and CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT).

6.2 Substitution of Subcontractors.

6.2.1 The **Contractor** shall not substitute another Subcontractor therefor without notice to the **City** and the **City's** prior written consent of such substitution.

6.3 Names of Subcontractors.

6.3.1 Upon execution of the Contract with the **City**, the **Contractor** shall provide in writing to the **City**, through the **Design Professional**, the names, addresses, telephone numbers, and fax numbers of all persons proposed for each principal portion of the Work.

6.4. Objections to Subcontractors.

6.4.1 The **Contractor** shall not use any Subcontractor against whom the **City** has a reasonable objection. The **Contractor** shall not be required to contract with any person or entity against whom it has a reasonable objection.

6.5. Form of the Subcontract.

6.5.1 All Work performed by a Subcontractor shall be through an appropriate subcontract. The form of subcontract shall be submitted to the **City** for its approval, which shall not be unreasonably withheld or delayed.

6.6. Content of the Subcontract.

6.6.1. In addition to all statutorily mandated provisions and provisions required elsewhere in the Contract Documents, each subcontract shall expressly provide that:

6.6.1.1. Each subcontract agreement for a portion of the Work is assigned by the **Contractor** to the **City** provided that:

6.6.1.1.1. the assignment is effective only after termination of the Contract by the **City** or the **Contractor** and only for those subcontract agreements which the **City** accepts by notifying the Subcontractor in

writing; and

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

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

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

ARTICLE 7

PERFORMANCE AND PAYMENT BONDS

7.1. Form of Bonds.

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

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

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

7.3. Submission to the City.

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

ARTICLE 8

INSURANCE REQUIREMENTS

8.1 Insurance Certificates.

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

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

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

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

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

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

ARTICLE 9
TESTS AND INSPECTIONS

9.1. Access.

9.1.1 The **City**, the **Design Professional**, and all other persons designated by the **City** shall have access to the Work at reasonable times for observing, inspecting, and testing. The **Contractor** shall provide them with proper and safe conditions for such access and advise them of the **Contractor's** site safety procedures and programs so that they may comply therewith as applicable.

9.2. Tests and Inspections.

9.2.1. The **Contractor** shall give the **Design Professional** timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

9.2.2. Unless otherwise provided, the **Contractor** shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the **City**, or with the appropriate public authority and shall bear all related costs of tests, inspections, and approvals. If the laws or regulations of any public body having jurisdiction require any Work or part thereof specifically to be inspected, tested, or approved by an employee or other representative of such public body, the **Contractor** shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith and furnish the **Design Professional** with the required certificates of inspection, testing, or approval.

9.2.3. The **Contractor** shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the **Design Professional's** acceptance of materials or equipment to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to the **Contractor's** purchase thereof for incorporation into the Work.

9.2.4. If any Work that is to be inspected, tested, or approved is covered by the **Contractor**, Subcontractor, or Sub-subcontractor without the prior written consent of the **Design Professional**, it must be uncovered for observation, inspection, testing, or approval, if requested by the **Design Professional**. The **Contractor** must recover the Work at its own expense.

9.2.5. The **Contractor** shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the **Design Professional** in the **Design Professional's** administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the **Contractor**.

ARTICLE 10 UNCOVERING AND CORRECTING WORK

10.1. Uncovering Work.

10.1.1. If a portion of the Work is covered contrary to the **Design Professional's** request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the **Design Professional**, be uncovered for the **Design Professional's** observation and be replaced, both at the **Contractor's** expense and without change in the Contract Time.

10.1.2. If a portion of the Work has been covered which the **Design Professional** has not specifically requested to observe prior to its being covered, the **Design Professional** may request to see such Work, and it shall be uncovered by the **Contractor**. If it is found that such Work is in accordance with the Contract Documents, costs of uncovering and replacing shall, by appropriate Change Order, be charged to the **City**. If it is found that such Work is defective or not in accordance with the Contract Documents, the **Contractor** shall pay all claims, costs, losses, and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection, and testing and of satisfactory replacement of reconstruction (including, but not limited to, all costs of repair or replacement of work of others); and the **City** shall be entitled to an appropriate decrease in the Contract Sum. The **City** may take such decrease by reducing the then current application for payment accordingly or subsequent applications, if necessary, until the decrease is paid in full.

10.2. Correcting Work.

10.2.1. The **Contractor** shall promptly correct Work rejected by the **Design Professional** or failing to conform to the requirements of the Contract Documents, whether observed before or after Semi-final acceptance 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 Semi-final acceptance 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 Semi-final acceptance by the period of time between Semi-final acceptance and the actual performance of the Work. This obligation to correct under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. The **City** shall give such notice promptly after discovery of the condition.

10.2.3. The **Contractor** shall correct, remove, or replace portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the **Contractor** nor accepted by the **City**.

10.2.4. If the **Contractor** fails within a reasonable time to correct nonconforming Work, or to remove and replace rejected Work, or fails to perform the Work in accordance with the Contract Documents, the **City** may correct it in accordance with the provisions herein. If the **Contractor** does not proceed with correction, removal, or replacement of such nonconforming Work within seven (7) days from the date of written notice from the **Design Professional**, the **City** may correct it and store any salvageable materials or equipment at the **Contractor's** expense. If the **Contractor** does not pay costs of any such removal and storage within ten (10) days after written notice, the **City** may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the **Contractor**, including compensation for the **Design Professional's** services and expenses made necessary thereby. If such proceeds of sale do not cover all the costs that the **Contractor** should have born, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **City**.

10.2.5. The **Contractor** shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the **City** or separate contractors caused by the **Contractor's** correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

10.2.6. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the **Contractor** might have under the Contract Documents. Establishment of the time period of one (1) year as described in the above paragraph related only to the specific obligation of the **Contractor** to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the **Contractor's** liability with respect to the **Contractor's** obligations other than specifically to correct the Work.

10.3. Acceptance of Nonconforming Work.

10.3.1 If, instead of requiring correction or removal and replacement of defective or nonconforming Work, the **City** prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the **City** may do so instead of requiring its removal and correction, in which case the **Contractor** shall pay all claims, costs, losses, and damages attributable to the **City's** evaluation of and determination to accept such defective or non-conforming Work. The Contract Sum will be reduced as appropriate. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11 CHANGES IN THE WORK

11.1. In General.

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

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

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

11.2. Change Orders.

11.2.1. (*Reference: M.G.L. c. 30, §39I*). The **Contractor** shall perform all the Work required by this Contract in conformity with the Plans and Specifications contained herein. No willful and substantial deviation from said Plans and Specifications shall be made unless authorized in writing by the **City** and the **Design Professional** in charge of the Work who is duly authorized by the **City** to approve such deviations. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Plans or Specifications may be authorized by a written order of the **City** or the **Design Professional** so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the **City**, using AIA Document G701 (or its equivalent), stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the **City** and the **Contractor** and the amount in dollars of said adjustment; and (4) that the

deviation is in the best interest of the **City**. The Change Order shall also indicate whether or not the date of semi-final acceptance has been extended. The equitable adjustment in price shall be determined by the unit prices, if any, in the General Contractor's bid; otherwise, it shall be a number which is agreed to by both parties as a fair adjustment and which can be itemized and substantiated to the reasonable satisfaction of the Contracting Authority. Where increases and decreases to the Contract Sum are included in one Change Order, the negotiated allowance for overhead and profit shall be calculated on the basis of the net increase, if any.

11.3. Construction Change Directive.

11.3.1. A **Construction Change Directive** shall be used in the absence of total agreement on the terms of a Change Order.

11.3.2. Upon request of the **City** or the **Design Professional**, the **Contractor** shall without cost to the **City** submit to the **Design Professional** in such form as the **Design Professional** may require, an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the **Design Professional**. If required by the **Design Professional**, in order to establish the exact cost of new Work added or of previously required Work omitted, the **Contractor** shall obtain and furnish to the **Design Professional** bona fide proposals from recognized Suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the **Contractor's** expense.

11.3.3. The **Contractor** shall state in the estimate any extension of time required for the completion of the Work if the change or extra Work is ordered. The **Contractor** shall document, through a critical path analysis, or some other clearly delineated explanation, how the proposed change affects other aspects of the Work, and why it would require an extension of time. The **Contractor** shall promptly revise and resubmit such estimate if the **Design Professional** determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors.

11.3.4. If the **Construction Change Directive** provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the **City**, selection of which does not require the consent of the **Contractor**:

11.3.4.1. by unit prices stated in the Contract Documents or otherwise mutually agreed upon; or

11.3.4.2. by Cost and Percentages estimated by the **Contractor** as provided herein and accepted by the **City**, whereupon the **Contractor's** estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change; or

11.3.4.3. by actual Cost determined after the Work covered by the change is completed, plus Percentage; or

11.3.4.4. by submission to arbitration or a court, which shall determine the fair value of the Work covered by the change.

11.3.5. "Cost" shall mean the estimated or actual net increase or decrease in cost to the **Contractor**, Subcontractor, or Sub-subcontractor for performing the Work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages, and associated benefits to the workers and to supervisors employed full time at the Site, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the Site, or any amount for profit or fee to the **Contractor**, Subcontractor, or Sub-subcontractor.

11.3.6. "Percentage" shall mean an allowance to be added to or subtracted from the Cost in lieu of overhead and profit and of any other expense that is not included in the Cost of the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 8% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 4% of any net increase or decrease in Cost of any Work performed for the Sub-subcontractor by lower tier Sub-subcontractors. Percentage for a Subcontractor shall be 12% of any net increase or decrease of Cost of any Work performed by the Subcontractor's own forces plus 4% of the Cost of Work performed by Sub-subcontractors. Percentage for the **Contractor** shall be 15% of any net increase or decrease of Cost of any Work performed by the **Contractor's** own forces plus 5% of any net increase or decrease in the Cost for all other Work covered by the change. When the **Contractor** is also performing Work as a Subcontractor or Sub-subcontractor, the **Contractor** shall only be entitled to a total of no more than 15% of any net increase or decrease of Cost of any Work.

11.3.7. When in the reasonable judgment of the **Design Professional** a series of **Construction Change Directives** or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in Cost, if any.

11.3.8. If unit prices are stated in the Contract Documents or are subsequently agreed upon, and if quantities originally contemplated are so changed in a Proposed Change Order or **Construction Change Directive** that the application of such unit prices to quantities of Work proposed will cause substantial inequity to the **City** or the **Contractor**, the applicable unit prices shall be equitably adjusted. Wherever the estimated quantities of work to be done and materials to be furnished under this

contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) to complete the work contemplated by the contract, nor shall any such increases or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

11.3.9. If the **City** elects to determine the Cost of the Work as provided in method (11.3.4.1) using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to the prior paragraph. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the **City's** option to require the Cost of any given change to be determined by one of the other methods stated in 11.3.4. If the **City** elected to determine the Cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent Work, the **Contractor** shall keep daily records, available at all times to the **Design Professional** for inspection, of the actual quantities of such Work put in place, and delivery receipts or other adequate evidence, acceptable to the **Design Professional**, indicating the quantities of materials delivered to the Site for use in such unit price Work, and distinguishing such from other similar material delivered for use in Work include in the base Contract Sum. If so required by the **Design Professional**, materials for use in unit price Work shall be stored apart from all other materials on the Project.

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

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

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

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

11.4. Minor Changes in the Work.

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

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

ARTICLE 12 CHANGE IN THE CONTRACT TIME

12.1. Date of Commencement.

12.1.1 The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the **Contractor** or persons or entities for whom the **Contractor** is responsible.

12.2. Progress and Completion.

12.2.1. Time is of the essence; all time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the **Contractor** confirms that the Contract Time is a reasonable period for performing the Work.

12.2.2. The **Contractor** shall proceed expeditiously with adequate forces and shall achieve Semi-final acceptance within the Contract Time.

12.2.3. At least ten (10) working days after the Notice to Proceed or twenty (20) working days before the first application for payment, the **Contractor** shall submit to the **Design Professional** a progress schedule showing for each class of

Work included in the schedule of values, the percentage of completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Semi-final acceptance. 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 Semi-final acceptance by the date established in the Agreement. The progress schedule will be reviewed by the **Design Professional** for compliance with the requirements of this Article and will be accepted by the **Design Professional** or returned to the **Contractor** for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the progress schedule has been approved by the **Design Professional**. The **Design Professional's** review of the progress schedule shall not impose any duty on the **Design Professional** or the **City** with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the **Contractor** proposes a progress schedule indicating a date of Semi-final acceptance 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 Semi-final acceptance of the Work.

12.2.5. If in any Application for Payment, the total value of the completed Work in place, as certified by the **Design Professional**, is less than 90% of the total value of the Work in place estimated in the progress schedule, the **City** may, at the **City's** option, require the **Contractor** to accelerate the progress of the Work without cost to the **City** by increasing the workforce or hours or Work or by other reasonable means approved by the **Design Professional**.

12.2.6. If each of three successive applications, as certified by the **Design Professional**, indicate that the actual Work completed is less than 90% of the values estimated in the progress schedule to be completed by the respective dates, the **City** may at the **City's** option, treat the **Contractor's** delinquency as a default justifying the action permitted under Article 18.

12.2.7. If the **Design Professional** has determined that the **Contractor** should be permitted to extend the time for completion as provided below, the calendar dates in the progress schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Semi-final acceptance, and the dollar value of the Work to be completed as of the first of each month shall be adjusted pro rata.

12.2.8. If the **Contractor** fails to submit any application for payment in any month, the **Design Professional** shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the **Design Professional's** knowledge.

12.2.9. Nothing herein shall limit the **City's** right to liquidated or other damages for delays by the **Contractor** or to any other remedy which the **City** may be entitled or may possess under other provisions of the Contract Documents or by law.

12.3. Delays and Extensions of Time.

12.3.1. If the **Contractor** is delayed at any time in the progress of the Work by an act or neglect of the **City** or the **Design Professional**, or of an employee of either, or of a separate contractor employed by the **City**, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes (except weather) beyond the **Contractor's** control, or by delay authorized by the **City**, or by other causes which the **Design Professional** determines may justify delay, then the Contract Time shall be extended by Change Order or **Construction Change** Directive for such reasonable time as the **Design Professional** may determine.

12.3.2. Claims relating to time shall be made in accordance with applicable provisions of Article 16.

12.3.3. No claim for extension of time shall be allowed on account of failure of the **Design Professional** to furnish Plans, Specifications or instructions or to return Shop Drawings or Samples until fifteen (15) days after receipt by the **Design Professional** by registered or certified mail of written demand for such instructions, Plans, Specifications, or Samples, and then not unless such claim is reasonable.

12.3.4. No extensions of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the **Contractor**, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

12.3.5. The **Contractor** hereby agrees that the **Contractor** shall have no claim for damages of any kind against the **City** or the **Design Professional** on account of any delay in the commencement of the Work and/or any hindrance, delay, or suspension of any portion of the Work, whether such delay is caused by the **City**, the **Design Professional**, or otherwise, except as and to the extent expressly provided under M.G.L. c. 30, §39O, in the case of written orders by the **City**. The **Contractor** acknowledges that the **Contractor's** sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

12.3.6. (*Reference: M.G.L. c. 30, §39O*);. (a) The **City** may order the **Contractor** in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the **City**, provided however that if there is a suspension, delay, or interruption for fifteen (15) days or more due to a failure of the **City** to act within the time specified in this Contract, the **City** shall make an adjustment in the

Contract prices for any increase in the cost of performance of this Contract under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

(b) The **Contractor** must submit the amount of a claim under provision (a) to the **City** in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the **City** shall not approve any costs in the claim incurred more than twenty (20) days before the **Contractor** notified the **City** in writing of the act or a failure to act involved in the Claim.

In the event a suspension, delay, interruption, or failure to act of the **City** increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the **Contractor** for payment for an increase in the cost of its performance as provisions (a) and (b) give the **Contractor** against the **City**, but nothing in provisions (a) and (b) shall in any way change, modify, or alter any other rights which the **Contractor** or the Subcontractor may have against each other.

12.4. Liquidated Damages.

12.4.1. If the **Contractor** shall fail to achieve Semi-final acceptance within the Contract Time, it shall be liable to pay the **City** the daily amount specified in the Agreement, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the **City's** actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The **City** may elect to withhold said amount from periodic or final payments due to the **Contractor**, in addition to retainage and other back charges.

12.5. Changes in the Contract Time.

12.5.1. In Writing. The Contract Time may only be changed by a Change Order or a Modification. Any claim for an adjustment of the Contract Time shall be based on a written notice delivered to the party making the claim to the other party and to the **Design Professional** promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the **Design Professional** in accordance with Article 16. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

12.5.2. Early Completion. The Contract Time shall not be changed due to a delay in the **Contractor's** early completion date.

ARTICLE 13 PAYMENTS

13.1. Schedule of Values.

13.1.1. The **Contractor** shall submit to the **Design Professional** a schedule of values which shall subdivide the Work into its component parts and shall include quantities, direct craft labor worker hours, labor cost and material/equipment cost. Labor cost shall include an appropriate amount of construction equipment costs, supplemental costs, administrative expenses, contingencies, and profit. The **Contractor** shall prepare the schedule of values in such form and supported by such data to substantiate its accuracy as the **Design Professional** may require and shall be revised if later found by the **Design Professional** to be inaccurate. This schedule, unless objected to by the **Design Professional**, shall be used as a basis for reviewing the **Contractor's** applications for payment.

13.2. Content and Submission of Applications for Payment.

13.2.1. At least ten (10) days before the date established for each progress payment, the **Contractor** shall submit to the **Design Professional** six (6) copies of an itemized application for payment for Work completed in accordance with the schedule of values. Such application shall be in a form or format established or approved by the **Design Professional** and shall be supported by documentation substantiating the **Contractor's** right to payment.

13.2.2. When **Construction Change** Directives have set forth an adjustment to the Contract Sum but have not yet been included in Change Orders, the value established by the **City** may be included in the application.

13.2.3. Applications covering Work of Subcontractors or Suppliers shall not include requests for payments of amounts the **Contractor** does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason. The **Contractor** shall not be paid for any Work performed by a Subcontractor unless and until the **City** receives for that Subcontractor a certificate of insurance that conforms to the requirements of the Contract Documents .

13.2.4. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and

equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the **City**, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon the application for payment being accompanied by a bill of sale, an invoice, or other documentation warranting that the **City** has received the materials and equipment free and clear of all liens, claims, security interests, or encumbrances, hereinafter collectively referred to as "liens," and evidence that the materials and equipment are covered by appropriate insurance and other arrangements to protect the **City's** interest therein.

13.2.5. Each application for payment or periodic estimate requesting payment shall be accompanied by, at the **City's** option, a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the **Contractor**, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the **Contractor** shall furnish the **Contractor's** own written explanation to the **City** through the **Design Professional**. Such waiver or certificate shall be in a form acceptable to the **City**.

13.3. False Applications for Payment.

13.3.1. (*Reference: M.G.L. c. 266, §§67B*). Any person who makes or presents to any claim upon or against any employee or department of the **City**, knowing such claim to be false, fictitious, or fraudulent shall be punished by a fine or not more than ten thousand dollars (\$10,000) or by imprisonment in the state prison for not more than five (5) years, or in the house of correction for not more than two and one-half years, or both.

13.4. Review of Applications for Payment.

13.4.1. The **Design Professional** shall review each application for payment and will reject any application that (1) is not accompanied by the required documentation or (2) contains errors, mathematical or otherwise.

13.4.2. Within five (5) business days after receipt of an application for payment, the **Design Professional** will either (1) return the application to the **Contractor** with a written explanation as to why it was rejected or (2) issue to the **City** a certificate for payment, with a copy to the **Contractor**, for such amount as the **Design Professional** determines is properly due. In the event an application is returned to the **Contractor**, the date of receipt of the application shall be the date of receipt of the corrected application.

13.4.3. The **Design Professional** or the **City** may make changes to any application submitted by the **Contractor**.

13.4.4. By recommending any payment, the **Design Professional** will not thereby be deemed to have represented that: (1) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Design Professional** in the Contract Documents or (2) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **City** or entitle the **City** to withhold payment to the **Contractor**. The **Design Professional's** approval of the application for payment and the accompanying documentation shall indicate that to the best of the **Design Professional's** knowledge, information, and belief, the Work has progressed to the point indicated by the **Contractor**, and that the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Semi-final acceptance, the results of any subsequent tests specified in the Contract Documents, final determination of quantities and classifications for unit price work and any other qualifications so stated.

13.4.5. The **Design Professional's** recommendation of any payment shall not mean that the **Design Professional** is responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws and regulations applicable to the furnishing or performance of Work, or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

13.4.6. No certificate given or payment made shall be evidence of the performance of this Contract, either wholly or in part and no payment, whether made upon the final certificate or otherwise, shall be construed as an acceptance of defective work or materials.

13.5. Decisions to Withhold Certification.

13.5.1. The **Design Professional** may refuse to recommend the whole or any part of any payment if, in the **Design Professional's** opinion, it would be incorrect to make the representations to the **City** referred to above.

13.5.2. If the **Contractor** and the **Design Professional** cannot agree on a revised amount, the **Design Professional** will promptly approve a certificate for payment for the amount for which the **Design Professional** is able to make such representations to the **City**. The **Design Professional** may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a certificate for payment previously issued, to such extent as may be necessary in the **Design Professional's** opinion to protect the **City** from loss because of:

13.5.2.1. defective Work not remedied;

- 13.5.2.2. third party claims filed or reasonable evidence indicating probable filing of such claims;
- 13.5.2.3. failure of the **Contractor** to make payments properly to Subcontractors or for labor, materials or equipment;
- 13.5.2.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 13.5.2.5. damage to the **City** or another contractor;
- 13.5.2.6. reasonable evidence that the Work will not be completed within the Contract Time, and that retainage currently held by the **City** would not be adequate to cover actual or liquidated damage for the anticipated delay;
- 13.5.2.7. persistent failure to carry out the Work in accordance with the Contract Documents; or
- 13.5.2.8. failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The **Contractor** shall check record drawings each month. Written confirmation that the record drawings are current will be required by the **Design Professional** before approval of the **Contractor's** monthly payment requisition.

13.5.3. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

13.6. Progress Payments.

13.6.1. After the **Design Professional** has issued a certificate for payment, the **City** shall make payment in the manner and within the time provided in the Contract Documents.

13.6.2. (*Reference: M.G.L. c. 30, §39G, 39K;*). In the case of Contracts for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building when the amount is more than two thousand dollars, the following paragraph applies: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

For all other construction contracts, progress payments are governed by chapter 30, §39G, and as follows: The **City** shall pay the amount due pursuant to any periodic, Semi-final acceptance or final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from the **Contractor**. In the case of periodic payments, the **City** may deduct from its payment a retention based on its estimate of the fair value of its claims against the **Contractor**, a retention for direct payments to Subcontractors based on demands for same in accordance with M.G.L. c. 30, §39F; and a retention to secure satisfactory performance of the contractual work, not exceeding five percent (5%) of the approved amount of any periodic payment, and the same right to retention shall apply to bonded Subcontractors entitled to direct payment under M.G.L. c. 30, §39F; provided, that a five percent (5%) value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

Retainage prior to Semi-final acceptance. In all construction contracts, the City may hold back a retainage of up to five percent of each progress payment to ensure satisfactory completion of the work. In addition, the City may withhold any amounts in dispute, including disputed change orders and direct payments owed to subcontractors pursuant to Chapter 30, §39F of the General Laws.

Payment upon Semi-final acceptance. 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 semi-final acceptance. For all other contracts, Chapter 30, Section 39F of the General Laws governs payment upon semi-final acceptance.

13.6.3. No periodic, Semi-final acceptance or final estimate or acceptance or payment thereof shall bar the **Contractor** from reserving all rights to dispute the quantity and amount of, or the failure of the **City** to approve a quantity and amount of, all or part of any Work item or extra Work item.

13.7. Final Payment.

13.7.1. After final inspection and after the **Contractor** has completed all the required corrections to the satisfaction of the **Design Professional** and the **City** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance, certificates of inspection, marked-up record documents, and all other documents called for in the Contract Documents, as well as any surplus materials requested by the **City**, the **Contractor** may make an application for final payment as provided below.

13.7.2. (*Reference:* M.G.L. c. 30, §39G;). Within thirty (30) days after receipt by the **City** of a notice from the **Contractor** stating that all of the Work required by the Contract has been completed, the **City** shall prepare and forthwith send to the **Contractor** for acceptance a final estimate for the quantity and price of the Work done and all retainage on the Work less all payments made to date, unless the **City's** inspection shows that Work required by the Contract remains incomplete or unsatisfactory, or that documentation required by the Contract has not been completed.

13.7.3. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **City** other than those previously made in writing and still unsettled.

13.7.4. Interest. If the City fails to pay the Contractor within the time periods mandated by statute, the City shall pay interest to the Contractor in accordance with Chapter 30, Sections 39G and 39K, whichever is applicable.

13.8. Payments to Subcontractors.

13.8.1. Neither the **City** nor the **Design Professional** shall have an obligation to pay or see to the payment of money to a Subcontractor, Sub-subcontractor, or Supplier except as may otherwise be required by law.

13.8.2. (*Reference:* M.G.L. c. 30, §39F;). (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the **Contractor** receives payment on account of a periodic estimate, the **Contractor** shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the **Contractor**.

(b) Not later than the sixty-fifth day after each Subcontractor substantially completes its Work in accordance with the Plans and Specifications, the entire balance due under the subcontract, less amounts retained by the **City** as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the **City** shall pay that amount to the **Contractor**. The **Contractor** shall forthwith pay to the Subcontractor the full amount received from the **City** less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the Subcontractor by the **Contractor**.

(c) Each payment made by the **City** to the **Contractor** pursuant to paragraphs (a) and (b) of M.G.L. c. 30, §39F(1);, for the labor performed and the materials furnished by a Subcontractor shall be made to the **Contractor** for the account of that Subcontractor; and the **City** shall take reasonable steps to compel the **Contractor** to make each such payment to each such Subcontractor. If the **City** has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the **Contractor** or which is to be include in a payment to the **Contractor** for payment to the Subcontractor as provided in paragraphs (a) and (b) of M.G.L. c. 30, §39F(1), the **City** shall act upon the demand as provided in M.G.L. c. 30, §39F.

(d) If, within seventy (70) days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the **Contractor** the balance due under the subcontract including any amount due for extra labor and materials furnished to the **Contractor**, less any amount retained by the **City** as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that

balance from the **City**. The demand shall be by a sworn statement delivered to or sent by certified mail to the **City**, and a copy shall be delivered to or sent by certified mail to the **Contractor** at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract Work. [The demand letter shall indicate the certified mail number assigned by the postal service or the date of delivery to the **Contractor**.] Any demand made after semi-final acceptance of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract Work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the **City** and delivered or so mailed a copy to the **Contractor**, the **Contractor** may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the **City**, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the **Contractor** and of the amount due for each claim made by the **Contractor** against the Subcontractor.

(e) Within fifteen (15) days after receipt of the demand by the **City**, but in no event prior to the seventieth day after semi-final acceptance of the subcontract Work, the **City** shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the **Contractor**, less any amount (i) retained by the **City** as the estimated cost of completing the incomplete or unsatisfactory items of Work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the **Contractor** in the sworn reply; provided that the **City** shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to or for which the sworn reply does not contain the detailed breakdown required by the previous paragraph. The **City** shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this paragraph.

(f) The **City** shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of the previous paragraph in an interest-bearing joint account in the names of the **Contractor** and the Subcontractor in a bank in Massachusetts selected by the **City** or agreed upon by the **Contractor** and the Subcontractor and shall notify the **Contractor** and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the **Contractor** and the Subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to the previous paragraph shall be made out of amounts payable to the **Contractor** at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the **Contractor** and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the **City** to the **Contractor** to the extent of such payment.

(h) The **City** shall deduct from payments to a **Contractor** amounts that, together with the deposits in interest-bearing accounts pursuant to paragraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the **Contractor**.

(i) If the Subcontractor does not receive payment as provided in paragraph (a) or if the **Contractor** does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in paragraph (a), the Subcontractor may demand direct payment by following the procedure in paragraph (d) and the **Contractor** may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the **Contractor**. Thereafter the **City** shall proceed as provided in paragraphs (e), (f), (g), and (h). "Subcontractor" as used in this paragraph (1)(i) shall mean a person approved by the **City** in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the **Contractor**.

(2) Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c. 149, §29; shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the **City** or which are on deposit pursuant to paragraph (g) shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) A **Contractor** or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in herein by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in paragraph (f) by a petition in equity in the superior court against the **City** and the **Contractor** shall not be a

necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c. 231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will present unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the **Contractor** are available for direct payment shall have a right to file a petition in court of equity against the **City** claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the **City** has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of paragraph (e) and in paragraph (f).

(4) In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the **Contractor**, reduce by the amount of any deposit of a disputed amount by the **City** as provided in part (iii) of paragraph (e) and in paragraph (f) any amount held under a trustee writ or pursuant to a restraining order or injunction.

ARTICLE 14

SEMI-FINAL ACCEPTANCE

14.1. Semi-final acceptance.

14.1.1. Upon Semi-final acceptance of the Work, the **Contractor** shall present in writing to the **City** its certification that the Work has been substantially completed and include in its certification (1) a list of items to be completed or corrected, (2) all special warranties required by the Contract Documents, endorsed by the **Contractor** and in a form reasonably acceptable to the **Design Professional** and (3) the permits and certificates referred to in 13.7.1., or elsewhere. The failure to include any item on the list mentioned in the preceding sentence does not alter the responsibility of the **Contractor** to complete all Work in accordance with the Contract Documents. When the **Design Professional** on the basis of an inspection determines that the Work or designed portion thereof is substantially complete and the other conditions have been met, the **Design Professional** will then prepare a certificate of Semi-final acceptance which shall establish the date of Semi-final acceptance, 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 Semi-final acceptance 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 Semi-final acceptance of the Work. If the **City** fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the **Contractor's** certification within the twenty-one (21) day period, the **Contractor's** certification shall take effect as the **City's** declaration that the Work has been substantially completed.

14.2. Partial Use or Occupancy of the Premises.

14.2.1. The **City** may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may begin whether or not the portion is substantially complete, provided that the respective responsibilities of the **City** and the **Contractor** with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, and warranties shall be established by agreement of the **City** and the **Contractor** or, absent such agreement, shall be determined by the **Design Professional** subject to the right of either party to contest such determination as provided in Article 16.

14.2.2. Immediately prior to such partial occupancy or use, the **City**, the **Contractor** and the **Design Professional** shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

14.2.3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

14.2.4. (*Reference:* M.G.L. c. 30, §39G;). Within sixty-five (65) days after the effective date of a declaration of Semi-

final acceptance, the **City** shall prepare and send to the **Contractor** for acceptance a Semi-final acceptance estimate for the quantity and price of the Work done and all but one percent (1%) retainage on that Work, including the quantity, price and all but one percent (1%) retainage for the undisputed part of each item and extra work item in dispute, but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory items and less the total periodic payments made to date for the Work. The **City** shall also deduct from the Semi-final acceptance 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 Semi-final acceptance estimate required by the provisions herein on or before the date specified, the **City** shall pay to the **Contractor** interest on the amount which would have been due to the **Contractor** pursuant to such Semi-final acceptance estimate at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the **City** sends that Semi-final acceptance estimate to the **Contractor** for acceptance or to the date of payment therefor, whichever occurs first. The **City** shall include the amount of such interest in the Semi-final acceptance estimate.

14.2.6. (*Reference:* M.G.L. c. 30, §39G). Within fifteen (15) days after the effective date of the declaration of Semi-final acceptance, the **City** shall send to the **Contractor** by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory items, and unless delayed by causes beyond its control, the **Contractor** shall complete all such items within forty-five (45) days after the receipt of such list or before the date for final payment and acceptance, whichever is later. If the **Contractor** fails to complete such Work within such time, the **City** may, subsequent to seven (7) days' written notice to the **Contractor** by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory items and charge the cost of same to the **Contractor**.

14.3. Final Inspection.

14.3.1. Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Design Professional** will make a final inspection with the **City** and the **Contractor** and will notify the **Contractor** in writing of all particulars which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

ARTICLE 15 GUARANTEES AND WARRANTIES

15.1. In General.

15.1.1. All guarantees and warranties specifically called for by the Specifications shall expressly run to the benefit of the **City**. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) will give notice of observed defects with reasonable promptness.

15.2. Warranties.

15.2.1. Warranties required by the Contract Documents shall commence on the date of Semi-final acceptance of the Work or designated portion thereof, unless otherwise provided in the certificate of Semi-final acceptance.

15.2.2. The **Contractor** warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The **Contractor's** warranty excludes remedy for damage or defect caused by abuse, Modifications not executed by the **Contractor**, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the **Design Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

15.2.3. The **Contractor** warrants that title to all Work covered by an application for payment will pass to the **City** either by incorporation in the construction or upon the receipt of payment by the **Contractor**, whichever occurs first, free and clear of all liens. The **Contractor** further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to said Work to which the **Contractor** may then be entitled, provided that such waiver of the lien rights shall not waive the **Contractor's** right to payment for such Work.

15.2.4. The **Contractor** warrants and guarantees that title to all Work, materials, and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to the **City** no later than the time of payment free

and clear of all liens.

15.2.5. No materials or supplies for the Work shall be purchased by the **Contractor** or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The **Contractor** warrants that it has good title to all materials and supplies used by it in the Work, free from all liens.

15.2.6. The **Contractor** shall indemnify and hold the **City** harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The **Contractor** shall at the **City's** request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the **Contractor** fails to do so, then the **City** may, after having served written notice on the **Contractor** either pay unpaid bills, of which the **City** has written notice, direct, or withhold from the **Contractor's** unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the **Contractor** shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations on the **City** to either the **Contractor** or its surety. In paying any unpaid bills of the **Contractor**, the **City** shall be deemed the agent of the **Contractor** and any payment so made by the **City** shall be considered as payment made under the Contract by the **City** to the **Contractor** and the **City** shall not be liable to the **Contractor** for any such payment made in good faith.

15.3. Extended Warranties and Guarantees.

15.3.1. Any defective Work that is either corrected or replaced will be warranted and guaranteed for a period of three (3) years from the date of such correction or replacement.

ARTICLE 16 CLAIMS

16.1. In General.

16.1.1. Written Notice. A Claim must be made by written notice to the other party.

16.1.2. Content of Notice. The notice must include all written supporting data.

16.1.3. Burden of Proof. The party making the Claim must substantiate the Claim.

16.2. Time Limits on Claims.

16.2.1. Unless otherwise provided, all Claims must be made within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Any change or addition to a previously made Claim shall be made by a written notice within the twenty-one-day period in order to be valid.

16.3. Continuing Contract Performance.

16.3.1. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing, the **Contractor** shall proceed diligently with performance of the Contract and the **City** shall continue to make payments in accordance with the Contract Documents.

16.4. Types of Claims.

16.4.1. Claims for Differing Subsurface or Latent Physical Conditions. (*Reference: M.G.L. c. 30, §39N;*). If, during the progress of the Work, the **Contractor** or the **City** discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the Plans or indicated in the Contract Documents, either the **Contractor** or the **City** may request an equitable adjustment in the Contract Sum of the Contract applying to Work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a **Contractor**, or upon its own initiative, the **City** shall make an investigation of such physical conditions, and if they differ substantially or materially from those shown on the Plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the **City** shall make an equitable adjustment in the Contract Sum and the Contract shall be modified in writing accordingly.

16.4.2. Claims for Additional Cost. If the **Contractor** claims that any acts or omissions of the **City** or the **Design Professional**, including any instructions or orders, whether oral, written, by drawings, or otherwise, involve extra cost or time, and the **Contractor** has not received a written acknowledgment by the **City** or the **Design Professional** that extra payment will be made or time extended on account thereof, the **Contractor** shall promptly so notify the **Design Professional** in writing of

such Claim and shall proceed with the Work relating to such Claim and all rights of both parties with respect to such Claim shall be deemed to have been reserved. No Claim by the **Contractor** on account of such acts, omissions, instructions, or orders shall be valid unless the **Contractor** has so notified the **Design Professional** before proceeding.

16.4.2.1. Under no circumstances shall a Claim be made for additional cost where adverse weather conditions are the basis for the Claim.

16.4.3. Claims for Additional Time. If the **Contractor** wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The **Contractor** shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the **Design Professional** with such documentation relating thereto as the **Design Professional** may reasonably require. Under no circumstances shall the **Contractor** make a Claim for an increase in the Contract Time due to a change in the **Contractor's** early completion date. If the increase in the Contract Time extends beyond the Contract Time established by the **City**, only the time that so extends beyond the Contract Time shall be reviewed and considered. In the case of a continuing delay, only one Claim is necessary.

16.4.3.1. Under no circumstances shall a Claim be made for additional time where adverse weather conditions are the basis for the Claim.

16.4.4. Claims for Injury to Person or Damage to Property. Should either party to the Contract suffer injury to person or damage to property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, a Claim will be made in writing to the other party within twenty-one (21) days of the occurrence of the act giving rise to the injury or damage.

16.5. Review of Claims.

16.5.1. Initial Referral. All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Design Professional** for action as provided herein.

16.5.2. Time Period and Action. The **Design Professional** shall review Claims and shall do one of the following within fourteen (14) days of receipt of the Claim:

16.5.2.1. defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

16.5.2.2. decline in writing to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Design Professional**); or

16.5.2.3. render a decision on all or a part of the Claim.

16.5.3. If the **Design Professional** requests additional information, the **Design Professional** shall take action with respect to the Claim no later than fourteen (14) days after receipt of the additional information. The **Design Professional** shall notify the parties in writing of its disposition of such Claim. If the **Design Professional** renders a decision or declines to render a decision, either party may proceed in accordance with paragraph 16.7.

16.6. Decisions.

16.6.1. Decisions by the City or the Design Professional. (*Reference: M.G.L. c. 30, §39P*). In every case in which this Contract requires the **City**, any official, or its **Design Professional** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than fourteen (14) days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Design Professional** shall, within fourteen (14) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

16.6.2. When Decision of the Design Professional is Final and Binding. The decision of the **Design Professional** shall be final and binding on the parties, unless a party files suit or a demand for arbitration within thirty (30) days after the date of the decision.

16.6.3. When Decision of the Design Professional is Not Final and Binding. (*Reference: M.G.L. c. 30, §39J*). Notwithstanding any contrary provision of this Contract, no decision by the **City** or by the **Design Professional** on a dispute, whether of fact or of law, arising under said Contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

16.6.4. Resolved Claims. If a Claim is resolved, the **Design Professional** shall obtain or prepare the appropriate documentation and provide the **City** and the **Contractor** with a copy of same.

16.7. Arbitration.

16.7.1. Controversies and Claims Subject to Arbitration. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of

the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect, subject to the provisions of paragraph 16.7.7. In any such arbitration in which the amount stated in the demand is \$100,000 or less, the American Arbitration Association shall appoint a single arbitrator in accordance with such Rules, who shall be a lawyer. In any such arbitration in which the amount stated in the demand is in excess of \$100,000, the demand shall include the name of an arbitrator appointed by the claimant. The respondent shall appoint a second arbitrator and shall notify the claimant in writing of such appointment within thirty (30) days of receipt of the demand, failing which the matter shall be decided by the arbitrator named in the claimant's demand. Within thirty (30) days after the claimant's receipt of notice of the appointment of the second arbitrator, the two arbitrators shall appoint a neutral arbitrator and shall notify the parties in writing of such appointment, failing which either party may apply to the American Arbitration Association to appoint such neutral arbitrator. If such neutral arbitrator is appointed by the American Arbitration Association, he or she shall be a lawyer.

16.7.2. Rules for Arbitration. If the neutral arbitrator is appointed by the American Arbitration Association, the said Association shall administer the arbitration and its Construction Industry Arbitration Rules shall govern all aspects of the proceeding including the enforcement of any award. If the neutral arbitrator is not appointed by the American Arbitration Association, then the panel of arbitrators shall act as the administrator of the arbitration but the Construction Industry Arbitration Rules of the Association shall nonetheless govern all aspects of the proceeding, including the enforcement of any award, provided however that the arbitration panel shall have all of the powers and duties conferred on the Association pursuant to said rules. In addition, the following rules shall govern the selection of arbitrators and the proceedings:

16.7.2.1. Neither party may appoint as arbitrator an employee or an owner of that party, nor the parent, spouse, or child of an employee or owner of that party.

16.7.2.2. After the neutral arbitrator has been appointed, neither party may engage in *ex parte* communication with any arbitrator.

16.7.3. When Arbitration May Be Demanded. Demand for arbitration of any Claim, the basis of which arises prior to final payment or the earlier termination of the Contract may not be made before the earlier of (1) the date on which the **Design Professional** has rendered a written decision on the Claim or has notified the parties in writing that such decision will not be rendered or (2) forty-five (45) days following receipt by the **Design Professional** of a written request for a decision sent by registered or certified mail to both the **Design Professional** and the other party to this Contract.

16.7.3.1. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

16.7.4. Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the **Design Professional**, the **Design Professional's** employees or consultants, except by written consent containing specific reference to the Contract and signed by the **Design Professional**, the **City**, the **Contractor**, and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the **City**, the **Contractor**, a separate contractor, and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the **City**, the **Contractor**, or a separate contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity so named or described herein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Contract shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

16.7.5. Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence, or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

16.7.6. Award Final. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

16.7.7. The City's Reservation of Rights. Notwithstanding any provision contained in this Article 16 or elsewhere in the Contract Documents, the **City** reserves the following rights in connection with Claims between the **City** and the **Contractor**, which rights may be exercised by the **City** unilaterally, in the **City's** sole discretion, and without the consent of the **Contractor**:

16.7.7.1. the right to institute legal action against the **Contractor** in any court of competent jurisdiction in lieu of demanding arbitration, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;

16.7.7.2. the right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the **Contractor**, provided that the application for such stay is made before the appointment of the neutral arbitrator in such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such

court and not by arbitration;

16.7.7.3. the right to require the **Contractor** to join as a party in any arbitration between the **City** and the **Design Professional** relating to the Project, in which case the **Contractor** agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

16.7.8. In case the **City** elects to proceed in accordance with 16.7.7.1. or 16.7.7.2. above, the word “litigation” shall be deemed to replace the word “arbitration” wherever the latter word appears in the Contract Documents.

ARTICLE 17 EMERGENCIES

17.1. In an emergency affecting the health and safety of persons or property, the **Contractor** shall act to prevent threatened damage, injury, or loss.

17.2. In emergencies affecting the health, safety, or protection of persons, the Work or property at the Site or adjacent thereto, the **Contractor**, without special instruction or authorization from the **City** or the **Design Professional**, is obligated to act to prevent threatened damage, injury, or loss. The **Contractor** shall give the **Design Professional** prompt written notice if the **Contractor** believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the **Design Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a **Construction Change Directive** or **Change Order** will be issued to document the consequences of such action.

ARTICLE 18 TERMINATION OR SUSPENSION OF THE CONTRACT

18.1. Suspension by the City.

18.1.1. At any time and without cause, the **City** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Design Professional** that will fix the date on which Work will be resumed. The **Contractor** shall resume Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes an approved Claim therefor, provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim. The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

18.1.1.1 Notwithstanding the above, if the City is required to suspend the work as a result of a request from the Office of the Attorney General in connection with a bid protest or an injunction, the Contractor shall not have a claim for damages, but the City shall extend the date of semi-final acceptance 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 semi-final acceptance. 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 semi-final acceptance 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 semi-final acceptance: (1) any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (2) delays which are caused by the City and which are not occasioned by the Contractor’s failure to supply CONTRACTING DEPARTMENT (AS STATED ON THE FIRST PAGE OF THE AGREEMENT) or its design professional with progress schedules, documents, samples, and the like, in a timely manner; (3) causes not reasonably foreseeable by the parties to this Contract, which are beyond the reasonable control of the Contractor, such as blizzards, floods, hurricanes, tornadoes, and strikes; (4) any delay of any subcontractor resulting from

paragraphs (1), (2), or (3).

18.1.2. If the Work is defective, if the **Contractor** fails to provide a sufficient number of skilled workers or suitable materials or equipment, or if the **Contractor** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the **City** to begin and prosecute correction of such default or neglect with diligence and promptness, the **City** may correct such deficiencies, without prejudice to other remedies the **City** may have. In such case, an appropriate **Construction Change** Directive shall be issued deducting from payments then or thereafter due to the **Contractor** the cost of correcting such deficiencies including compensation for the **Design Professional's** additional services and expenses made necessary by such default, neglect, or failure and any and all direct, indirect, or consequential costs associated with the order to stop the Work. If such payments then or thereafter due the **Contractor** are not sufficient to cover such amounts, the **Contractor** shall immediately pay the difference to the **City**. The **Contractor** shall remain responsible for maintaining progress and shall not be entitled to any increase in the Contract Time or the Contract Sum.

18.2. Termination by the Contractor.

18.2.1. If, through no act or fault of the **Contractor**, a Subcontractor, or a Sub-subcontractor, the Work is suspended for a period of more than ninety (90) days by the **City**, or under an order of court or other public authority, or the **Design Professional** fails to act on any application for payment within thirty (30) days after it is submitted in proper form and content or the **City** fails for thirty (30) days to pay the **Contractor** any sum finally determined to be due, then the **Contractor** may terminate the Contract upon seven (7) days' written notice to the **City**, provided that the **City** does not remedy such suspension or failure within that time.

18.3. Termination by the City.

18.3.1. If the **Contractor** is adjudged a bankrupt, or if the **Contractor** makes a general assignment for the benefit of the **Contractor's** creditors, or if a receiver is appointed on account of the **Contractor's** insolvency, or if the Contractor makes a written admission of the Contractor's inability to pay debts, or if the Contractor becomes a debtor or defendant in (i) a voluntary or involuntary petition in bankruptcy, (ii) a petition for appointment of a receiver, (iii) a levy of an attachment or execution, (iv) a winding up or dissolution of a partnership or corporation, (v) or any other proceeding under which a court of competent jurisdiction assumes custody or control over the Contractor, or if the **Contractor** persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to prosecute the work with such diligence as will, in the reasonable estimation of the City, ensure semi-final acceptance within the time specified in the Contract Documents, or if the **Contractor** fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order, or decision of the **Design Professional**, or otherwise is in breach of any provision of the Contract and has failed to cure such breach after written notice from the City specifying 1) the breach, 2) what must be done to cure the breach, and 3) the time within which the breach must be cured, or otherwise is guilty of substantial violation of any provision of the Contract, then the **Contractor** shall be in default, and the **City** may, without prejudice to any other right or remedy and upon written notice to the **Contractor**, temporarily withhold cash payments pending correction of the deficiency, hold the Contractor and its sureties liable in damages, require the Contractor's sureties to complete the Contract, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project Site, and all materials intended for the Work, wherever stored, without liability for loss or damage, following which use, the Contractor shall be liable for their removal from the site; and, seven (7) days after such notice, may terminate the employment of the **Contractor**, accept assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1, and finish the Work by whatever method the **City** may deem expedient (including but not limited to using the services of another contractor (in which case the City shall have no obligation to use a competitive process to obtain the lowest contract prices) and look to the Contractor and the Contractor's sureties for the difference between the cost to complete the work and the contract sum hereunder.

. The **City** shall be entitled to collect from the **Contractor** all direct, indirect, and consequential damages suffered by the **City** on account of the **Contractor's** default, including without limitation additional services and expenses of the **Design Professional** made necessary thereby. The **City** shall be entitled to hold all amounts due to the **Contractor** at the date of termination until all of the **City's** damages have been established, and to apply such amounts to such damages.

18.3.1.1. HUD Action. If the Contractor is in default, HUD and/or any other administering agency named herein may, with or without the consent of the City, cancel, suspend, or terminate this Contract in whole or in part; require the withholding or disallowance all or part of the funding for the project; declare the contractor ineligible for further Government contracts or avail itself of any other remedies available under the law.

18.3.2. (*Reference:* Somerville Municipal Code Chapter 2.117, Section 2.117.110C). In the event the **Contractor** or any of its agents or employees violates any provision of Somerville Municipal Code Chapter 2.117 that is applicable to **City** contractors in connection with the awarding, administration, or performance of the Contract, the **City** may terminate the sat

Contract.

18.3.3. (a) The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

(1) Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

(b) Contractor's Duties Upon Termination For Convenience. Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts (subject to the City providing notice that it accepts assignment of any or all subcontracts pursuant to Paragraph 6.6.1.1); (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

ARTICLE 19

AMERICANS WITH DISABILITIES ACT (42 U.S. 12131)

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

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

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

ARTICLE 20

WRITTEN NOTICE TO THE PARTIES

20.1. In General.

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

20.2. Addresses.

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

Mayor
City of Somerville
93 Highland Avenue
Somerville, MA 02143

City Solicitor
Law Department
93 Highland Avenue
Somerville, MA 02143

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

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

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

ARTICLE 21 MISCELLANEOUS PROVISIONS

21.1. Governing Law.

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

21.2. Venue.

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

21.3. Successors and Assigns.

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

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

21.4. Statutory Limitation Period.

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

21.5. Rights and Remedies.

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

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

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

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

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

21.9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- a) the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and
 - b) the Contractor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subcontractors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and
 - c) the Contractor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such notice to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding; and
 - d) the Contractor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).
- e) the contractor shall include language similar to the above in all subcontracts.

END

PART 3: TECHNICAL SPECIFICATIONS

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The scope of work includes all labor, materials, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of all the planting work as shown on the drawings and as specified herein. The scope of work includes, but is not limited to, the following:
 - 1. Submitting samples of materials and analyses for approval.
 - 2. Securing necessary permits and approvals.
 - 3. Locating, purchasing, delivering and installing all specified trees.
 - 4. Back filling with suitable material within tree planting area.
 - 5. Furnishing and installing all necessary planting operations, including: staking, guying, watering, fertilizing, mulching, weeding, pruning, drip bag installation, etc.
 - 6. Establishing finished grades.
 - 7. Cleaning site at end of planting operations, and properly disposing of all excess and surplus material.
 - 8. Providing a two year warranty and maintenance period for all trees.
 - 9. Maintaining, protecting, mulching, weeding, pruning damaged or broken limbs, and replacing dead trees during the warranty period.
- B. Planting will take place throughout the City at various locations along streets and in other City-owned land. Planting on private property within 20 feet of Right-of-Way may be required as well.
- C. The City anticipates the planting work will take place during the Spring and Fall planting seasons. Occasional plantings may take place outside of this time.
 - 1. Spring Planting Season: April 1st – June 15th
 - 2. Fall Planting Season: September 15th – November 30th
- D. The City of Somerville reserves the right to work with its own work force or other Contractor(s) as necessary.
- E. Approved plant locations shall be marked by City staff prior to planting. The City does not guarantee the locations of existing pipes or underground conduits. The Contractor will have planting locations checked by Dig-Safe for utility conflicts before any excavation or pavement removal is started. In the case of conflicts, the Contractor will inform the City Urban Forester immediately to arrange an alternative planting location. The Contractor shall use due caution when excavating in the vicinity of sprinkler systems, driveways, walks, steps, walls, heating cables, and/or heating pipes, and will be required to repair any damages caused at the Contractor's expense.
- F. The tree planting will be performed by the requirements of the Contract Documents and will be directed by the City Urban Forester. The Urban Forester will instruct the Contractor if changes need to be made due to any omission, contractual or otherwise, being noticed during the planting operation.
- G. All work shall be done in a safe and workman-like manner, in compliance with the rules and regulations of the Massachusetts Occupational Safety & Health Administration (OSHA) and all other City and State agencies and authorities having jurisdiction of the types of work included in this Contract.

H. A Massachusetts Certified Arborist (MCA) or International Society of Arboriculture Certified Arborist (ISA) will carry out the planting of City of Somerville Public Shade Trees. These persons will be at the work site for all planting operations. Names and certification numbers of MCA, ISA, or equivalent arborists will be submitted and approved by the City Urban Forester before any planting occurs.

I. Powers and Duties of the City Urban Forester

1. For the purposes of the contract, the City of Somerville is acting through its City Urban Forester who is a Certified Arborist and who, in combination with the Tree Warden, by delegation and local ordinance, has control over and is responsible for the care and removal of all trees on City streets, playgrounds, schools, recreation lands and conservation land. The City's Tree Warden, in accordance with the Massachusetts General Laws, Chapter 87 entitled "Shade Trees", has authority over, control and supervision of all trees which now or which may hereafter exist upon any public street or highway in this City. The term City Urban Forester shall mean City Urban Forester or his/her designee.
2. In the exercise of all or any of the powers herein granted, the City Urban Forester shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this contract to his/her subordinates and assistants in the employ of the City of Somerville as s/he may determine.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of written specifications and drawings and general conditions. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any part shall be as binding as if called for in all parts.

1.3 APPLICABLE STANDARDS

- A. The standards and documents listed in the following paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section, the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the City Urban Forester.
1. American National Standards Institute (ANSI) Z60.1-2014 American Standard for Nursery Stock.
 2. American National Standards Institute (ANSI): Standard A300. Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
 3. Pruning practices shall conform to recommendations in "Structural Pruning: A Guide for the Green Industry"; 2013; Urban Tree Foundation, Visalia, California.
 4. American National Standards Institute (ANSI): Standard Z-133.1-2012. Safety Requirements for Arboricultural Operations.
 5. Occupational Safety and Health Administration (OSHA) standards, state and local regulations.
 6. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.

- a. USDA - The Germplasm Resources Information Network (GRIN) <http://www.ars-grin.gov/npgs/searchgrin.html>
 - b. Manual of Woody Landscape Plants; Michael Dirr; 2009; Stipes Publishing, Champaign, Illinois; 6th Edition.
7. Glossary of Arboricultural Terms; 2015; International Society of Arboriculture, Champaign IL.

1.4 REGULATIONS

- A. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as specified. If the Contractor observes that a conflict exists between laws and ordinances and the work outlined in the contract documents, the Contractor shall promptly notify the City's Urban Forester in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or the City Urban Forester shall determine which shall govern.

1.5 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property(ies), and the public, and shall be responsible for any damages or injury due to his/her actions.

1.6 CHANGES IN THE WORK

- A. The City Urban Forester may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.
- B. All changes in the work, notifications, and Contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.7 CORRECTION OF WORK

- A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the City Urban Forester, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

1.8 DEFINITIONS

- A. Whenever used in any of the Contract Documents, the terms shall be defined as in the "Glossary of Arboricultural Terms", or as herein defined.
 1. Bare Root – a tree or shrub with minimal or no soil surrounding the roots of the plant.

2. Balled and Burlapped (B&B): A tree or shrub dug from the ground with intact soil surrounding its roots. Soil and roots (collectively known as a root ball) are covered by a natural or synthetic burlap material. Burlap-covered root ball may be contained in a wire mesh cage.
3. Caliper: The measure of a plant's trunk diameter. Caliper measurement of the trunk shall be taken six inches above the ground up to and including four-inch caliper size. If the caliper at six inches above the ground exceeds four inches, the caliper should be measured at 12 inches above the ground. Caliper will be measured to the *nearest 1/2 inch*.
4. Certified Arborist: An individual who has passed and currently maintains an arborist certification with the International Society of Arboriculture, the Massachusetts Arborist Association, or equivalent. Arborist certification shall require continuing education units (CEU's) in order to maintain certification.
5. Contract Supervisor: The individual or designated representative responsible for insuring the requirements of this contract are adhered to.
6. Defective Plant: Any plant that fails to meet the plant quality requirement of this specification.
7. End of Warranty Final Acceptance: The date when the City accepts that the plants and work in this specification meet all the requirements of the warranty.
8. Field Grown Trees: Trees growing in field soil for at least 12 months prior to harvest.
9. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, and color typical of the species and cultivar's horticultural description; and with typical annual growth rates for the species adjusted for the planting site soil, drainage and weather conditions.
10. Kinked Root: A root within the root package that bends more than 90 degrees.
11. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
12. Maintenance Period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
13. Normal: the prevailing protocol of industry standard(s).
14. Reasonable and Reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.
 - a. When *reasonable* or *reasonably* is used in relation to other issues such as weeds, diseases, or insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.
 - b. This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the City Urban Forester shall determine when conditions are judged as reasonable.
15. Root Ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
16. Root Ball Package: The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
17. Root Collar (a.k.a. root crown, root flare, trunk flare, flare): The region at the base of the trunk

- where the majority of the structural roots join the plant stem, usually at or near ground level.
18. Shrub: Woody plants with mature height approximately less than 15 feet.
 19. Stem: The trunk of the tree.
 20. Stem Girdling Root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as stem girdling that have, or are likely to have in the future, root to trunk bark contact.
 21. Structural Root: One of the largest roots emerging from the root collar.
 22. Tree: Single and multi-stemmed plants with mature height greater than ~15 feet.

1.9 SAMPLES AND SUBMITTALS

- A. Complete lists of the available shade and ornamental tree species shall be submitted as part of the Contractor's bid. The species lists shall include common name and scientific name, including the cultivar or variety, when applicable, caliper size range, and number of trees available. The list of species that the City of Somerville currently plants is located near the end of the Technical Specification (see *Recommended Species*). It is expected that the Contractor will be able to acquire most of the species in the Recommended Species list.
- B. Upon award of the contract and at least thirty (30) days prior to intended use, the Contractor shall provide the following samples and submittals to the City Urban Forester for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Delivered materials shall closely match the approved samples. DO NOT order materials until City Urban Forester's approval of submittal has been obtained. Should the source of supply be changed within the course of the contract, the Contractor shall submit new samples or submittals for approval per the original submission.
 1. Plant sources: Submit sources of all plants to the City Urban for approval. Include plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the City Urban Forester for approval. Provide submittal 30 days before the installation of plants.
 2. Certify, invoice, and order plants for each shipment grown, free of disease and insect pests. Submit certificates to City Urban Forester.
 3. Planting soil: At least 30 days prior to ordering materials, the Contractor shall submit to the City Urban Forester representative samples, certifications, manufacturer's literature and certified test results for proposed planting soil.
 - a. Test results should include standard nutrient analysis, soil pH, soil textural analysis, organic matter content, and soluble salt content. These tests shall be performed by an accredited and independent laboratory and testing company.
 4. Fertilizer: Submit one (1) sample packet of fertilizer, and manufacturer product data and literature product showing fertilizer composition and analysis; also submit invoices of total purchased material for this contract.
 5. Mycorrhizal Fungal Transplant Inoculant with hydrogel for bare root trees: Submit one (1) sample packet showing composition and analysis of inoculant, also submit invoices of total purchased material for this contract.

6. Planting Mulch: Submit a one- (1) cubic foot sample.
 7. Drip irrigation bag product: Submit manufacturer product data and literature, and a sample.
 8. Stakes and ties: Submit manufacturer product data and literature, and a sample.
 9. Edging: Submit manufacturer product data and literature, and a sample.
- C. Names of Massachusetts Certified Arborist (MCA), or International Society of Arboriculture (ISA) certified arborist(s) that will be on site during all planting activities will be submitted and approved by the City Urban Forester before any planting occurs.
- D. Installation plan submitted a minimum of 14 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants. The review will be only for the information of the City for an overall understanding of the project sequence and site utilization. The contractor shall remain responsible for the adequacy and safety of the means, methods, and sequencing of construction. The plan shall include but not be limited to the following items:
1. Detailed sequence of work
 2. General description of construction methods
 3. Number and location of crews and equipment and manpower to be deployed
 4. Traffic, bicycle and pedestrian management
 5. Proposed location of stockpiles
 6. Maintenance and continued operation of existing infrastructure.
- E. Warranty period site visit records: After each site visit during the warranty period by the Contractor, as required by this specification, submit a written record of the visit to the City Urban Forester for approval. Site visit record shall include details about which planting sites were visited, what maintenance was performed at each site, as well as any problems, potential problems, and any recommended corrective action.

1.10 OBSERVATION OF THE WORK

- A. The City Urban Forester may observe the work at any time. S/he may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The City Urban Forester shall be informed of the progress of the work so the work may be observed at the following key times in the planting and maintenance processes. The City Urban Forester shall be afforded sufficient time to schedule visit to the site. Failure of the City Urban Forester to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
1. Plant quality: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
 2. Planting activities: Monitor all planting activities, including, but not limited to, tree well excavation, tree placement, backfilling, watering, and mulching.
 3. Completion of the planting: Review the completed planting.

1.11 PRE-PLANTING CONFERENCE

- A. Schedule a pre-construction meeting with the City Urban Forester at least five (5) business days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction, and project work schedule.

1.12 QUALITY ASSURANCE

A. General Personnel Requirements:

1. Horticulturally skilled workers, trained and experienced in accepted nursery and arboriculture practices shall perform the planting. The work shall be done in a workmanlike manner under the supervision of a qualified planting supervisor demonstrating a background in landscape operations. It is required that the planting supervisor be a Massachusetts Certified Arborist, ISA Certified Arborist, or equivalent pending the City Urban Forester's approval and as defined in Section 1.8.A.4.
2. Each worker shall be trained in worker safety, and in compliance with current OSHA and ANSI standards.
3. In the event that the Contractor and/or his/her employees are found to be in violation of applicable safety requirements, the Contractor will be so notified by the City Urban Forester, and said person(s) may order that work be stopped until any and all such violations are corrected.
4. The City expects that all employees of the Contractor will interact with the public in a polite and professional manner. If the Contractor or his/her employees are not able to answer a question or satisfy a resident request, then the Contractor shall promptly refer the resident to the City Urban Forester as well as contact the City Urban Forester right away to report the nature of the resident's inquiry.

B. Equipment Requirements

1. The equipment used for tree planting shall be of sufficient type, capacity and quantity to safely and efficiently perform the tree planting work as specified.
2. The Contractor shall not allow any operator to leave any vehicles/equipment unattended with the motor running.

C. Requirements Regarding Private Property

1. The normal access to a job site shall be along public roadways. Contractor shall not place equipment and/or personnel on private property.
2. The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the City Urban Forester.
3. The Contractor shall respond to the City Urban Forester within 24 hours in regards to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner or business to remedy the damage. The Contractor shall make or effectuate any such repairs within thirty (30) days of the date of the damage, or within such additional times as agreed in writing between the Contractor and homeowner or business owner.

D. Work scheduling and hours

1. The City intends on having scheduled tree planting work twice a year, during the Fall planting season and the Spring planting season. However, there may be other times during the year that the City will request that trees be planted. The City will make a list of planting location(s) in advance of the work for the Contractor.
2. Prior to the commencement of work the Contractor shall meet with the City Urban Forester and provide a written schedule for the completion of work. The City Urban Forester requires that this schedule be closely adhered to. Any changes to the schedule must be submitted to the City Urban Forester in writing for approval.
3. The Contractor shall begin work upon receipt of written and/or verbal orders to begin such work, and the work once begun shall be continuously carried forward with a force of persons adequate in the opinion of the City Urban Forester to complete the work in a continuous, uninterrupted, reasonable and expeditious manner, except in the case of inclement and unseasonable weather conditions. In the event the City Urban Forester determines that the Contractor has not begun work on orders to do so, or that the work once begun has been abandoned without authority, then the City Urban Forester shall give the Contractor seventy-two (72) hours' notice (Sunday excepted) to begin work, or resume work in case of abandonment. Failure of the Contractor to act within this specified time shall be deemed a breach of this contract and the Contractor shall be held liable for any damage or expense arising from such breach of contract.
4. The work crew(s) will report daily to the City Urban Forester when they start and when they finish work for the day. Completed work locations are to be faxed or emailed on a daily basis to the City Urban Forester.

E. General Standards

1. The Contractor's work shall be done in a workmanlike manner and performance thereof and all materials and facilities furnished by him/her shall be to the satisfaction of the City Urban Forester.
2. Approved plant locations shall be marked by the City. Contractor to have planting locations checked by Dig-Safe for utility conflicts before any excavation or pavement removal is started.
3. Any unexpected obstructions at the site that interfere with the tree planting operation will be communicated to the City Urban Forester to determine a solution before planting occurs. The Contractor will not be compensated for any planting adjustments not approved by the City Urban Forester.
4. All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel, barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.
5. Contractor shall make no excavation in any public way or utility easement unless at least seventy-two (72) hours, exclusive of Saturdays, Sundays and legal holidays, before the proposed excavation is to be made, s/he has given notice in writing by registered mail if deemed necessary by the Contract Supervisor, of the proposed excavation to such public utility companies as supply gas, electricity and telephone service in the City, to such private companies as supply cable television service in the City and also to the City of Somerville Water Department. Such notice shall set forth the name of the street and a reasonably accurate description of the location in which the excavation is to be made. The Contractor shall comply with DIG SAFE LAW (G.I.C. 82, Sec 40).

6. PERMITTING: It shall be the responsibility of the Contractor to apply for and receive the appropriate permits from Department of Public Works and the Department of Parking and Traffic before the start of work.
 - a. The Contractor shall obtain a permit from the Department of Public Works (Engineering Division) prior to any sidewalk or roadway obstruction. A copy of this permit must be available at the work site at all times. The Contractor is required to obtain street excavation and street obstruction permits to complete the work under this contract. Fees for permits to excavate or obstruct the public way shall be waived; all permits must be obtained prior to beginning work on the City streets and sidewalks. Permits will be required for each of the project components.
 - i. Traffic plans and work zones shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) of the U.S. Department of Transportation.
 - b. The Contractor shall obtain "NO PARKING" signs from Somerville Traffic and Parking located at 133 Holland Street, and post them a minimum of forty-eight (48) hours before any sidewalk cutting or tree installation work may begin. All signs must be clearly posted with the dates that work will be done and the reason for the temporary parking restriction (*i.e.*, "tree planting"). Parking may not be restricted for more than three business days, and not outside of the hours of 8:00 a.m. – 7:00 p.m. The signs shall be placed in each location designated for tree service on any and all roadways prior to servicing the area. Signs shall be taped to trees, utility poles or city owned street signage. Both tape and sign shall be removed and disposed of by the Contractor immediately after the planting has been completed. Nails, tacks, wires or staples MAY NOT be used to attach signs to trees.
 - i. Road closures, if necessary, must be approved by the City of Somerville Traffic and Parking Department (telephone 617-666-3311 ext. 7900) not less than 48 hours prior to the Commencement of work.
7. Scheduling Police Details shall be the responsibility of the Contractor. A Police Detail is to be present during all construction activity. Police details are to be paid by the Contractor, who will then be reimbursed by the City upon request and *with proper documentation of the paid police detail expenses. The Contractor will not be paid any administrative or interest costs associated with police details.* An allowance for police details is included in the bid price. Contractor shall pay police traffic detail bills within 14 days of receipt to avoid a 10% late payment surcharge. The City will not pay any late charges.
8. Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, high visibility flags, traffic cones, etc., at all times while working in the City.
9. The Contractor shall provide, erect and maintain all barricade warning signs, guards or other protection, as necessary and required for the safe execution of this Contract, and shall remove same upon completion of the work. No open tree pits shall be left unattended without safety and warning devices installed.
10. Contractor will not leave any excavated areas left open after securing his/her work site at the end of each day. The Contractor is responsible for barricading and cautioning off such open excavated areas before leaving the work site. The City Urban Forester may require the Contractor to cover over or backfill such excavated areas in reference to the safety of the general public.
11. Contractor shall carefully protect against damage to all existing trees and plants. The Contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the City Urban Forester.

12. Contractor shall clean up the entire project site before the work will be accepted. All wood, brush, debris, rubbish, asphalt, stones from any excavation material, etc., shall be disposed of by the Contractor, unless specifically ordered by the City Urban Forester to do otherwise. All areas disturbed by the Contractor shall be left in a condition comparable to that originally found and satisfactory to the City Urban Forester.
13. Contractor shall exercise the greatest care to ensure that no material being hauled by the Contractor or Sub-Contractor either to or from the site is spilled onto any way, public or private, within the City limits. In the event that such spillage does occur, it shall be the Contractor's responsibility to remove the spilled material and clean the area promptly but in no event any later than the end of the workday. If in the judgment of the City Urban Forester, the Contractor has not satisfactorily cleaned the area of any spill, the City Urban Forester may then order the area to be cleaned by the City at the Contractor's expense.
14. Contractor shall furnish all the labor, materials, tools and equipment necessary to do all the work required for the completion of each item as specified.

F. Special Provisions

1. All work areas near and around the tree planting areas resurfaced by the Contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of two (2) years after the City accepts the work, and Contractor shall replace such resurfacing at their own expense. The City Urban Forester and/or the City's Engineering Department, shall be the sole judge as to what constitutes a failure and which portion of the resurfacing is to be replaced, and his/her decision will be final.
2. Before starting the work and from time to time during the project's progress, as the City Urban Forester or the City's Engineering Department may request, the Contractor shall submit to him/her or them a written description of the methods s/he plans to use in doing the work and the various steps s/he intends to take.
3. Contractor shall cooperate with any other Contractors, utility companies and/or City of Somerville staff that may be working at or near this project's work site covered by this contract. The City Urban Forester and/or the City's Engineering Department, will decide as to the respective rights of the parties involved and their decisions shall be final.

G. Semi-Final Acceptance - Acceptance of the work prior to the start of the warranty period:

1. Once the Contractor completes the installation of all trees according to the specifications herein, and has completed the 30-day post-installation watering (2x per week), the City Urban Forester will observe all work for Semi-Final Acceptance upon written request of the Contractor. The request shall be received at least ten (10) calendar days before the anticipated date of the observation.
2. Semi-Final Acceptance by the City Urban Forester shall be for general conformance to specified size, character and quality and does not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
4. The City Urban Forester will provide the Contractor with written acknowledgment of the date of Semi-Final Acceptance and the beginning of the warranty and plant maintenance period.

H. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.

1.13 PLANT WARRANTY

A. Planting Period:

1. All plants shall be warrantied to meet all the requirements for plant quality in this specification. Defective plants shall be defined as plants not meeting these requirements. The Contractor agrees to replace defective work and defective plants. The City Urban Forester shall make the final determination if plants meet these specifications or that plants are defective.
2. Plants determined to be defective shall be removed immediately upon notification by the City Urban Forester and replaced without cost to the City, as soon as weather conditions permit and within the specified planting period.

B. Two-Year Plant Warranty:

1. Plant warranty shall begin on the date of Semi-Final Acceptance and continue for two (2) years.
2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Semi-Final Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty shall terminate at one time.
3. Any work required by this specification or the City Urban Forester during the progress of the work for the purpose of correcting plant defects, including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects, shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
4. Replacements shall conform to the species and size of the original specimen. Replacements shall be subject to all requirements stated in this specification.
5. Replacements shall be maintained and guaranteed for two years from the time of replacement, per the terms of the warranty period.
6. During and by the end of the warranty period, remove all tree stakes, ties, and guying materials unless agreed to in writing by the City Urban Forester that they should remain in place. All trees requiring additional anchorage in windy locations may need to remain staked, if required by the City Urban Forester.

C. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.

1. At the end of the warranty period, the City Urban Forester shall observe all warrantied work, upon written request of the Contractor. The request shall be received at least fourteen calendar days before the anticipated date for final observation.
2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification have been met.

1.14 SELECTION AND OBSERVATION OF PLANTS

- A. The City Urban Forester may review all plants to verify size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
 1. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the City.

- B. The City Urban Forester will select and tag all specified tree planting material at the nursery location(s). Only trees that are selected and tagged by the City Urban Forester will be planted in the City. The selecting of plants by the City Urban Forester at the nursery does not preclude the right to reject material while on site that does not conform to this specification.
 - 1. The City Urban may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
 - 2. The City Urban Forester reserves the right to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the City Urban Forester, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the Contractor's expense.
 - 3. Corrections are to be undertaken at the nursery prior to shipping. The Contractor shall bear all cost related to plant corrections.

1.15 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the City Urban Forester, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
 - 1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the City Urban Forester in writing, stating the conditions, and submit a proposal covering cost of corrections. If the Contractor fails to notify the City Urban Forester of such conditions, s/he shall remain responsible for plant material under the warranty clause of the specifications.
- B. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.
 - 1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

1.16 PLANTING AROUND UTILITIES

- A. Contractor must have planting locations checked by Dig-Safe to determine the location of underground utilities before any excavation or pavement removal is started. Perform work in a manner that will avoid possible damage. Inform the City Urban Forester of any conflicts prior to tree installation. The City Urban Forester will determine alternate planting locations, as needed.

PART 2 – PRODUCTS

2.1 TREES: GENERAL

- A. Standards and measurements: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents. City Urban Forester will provide a list of chosen

species at least 30 day prior to installation.

1. The Contractor shall supply the plants necessary to complete the work as intended.
 2. All plants shall be nursery grown balled and burlapped trees or bare root trees (when specified by the City Urban Forester), grown under climatic conditions similar to those in Somerville, Massachusetts.
 3. The root ball dimensions to trunk caliper ratio shall conform to American National Standards Institute (ANSI) Z60.1-2014 American Standard for Nursery Stock, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
 4. When a range of sizes is given, no plant shall be less than the minimum size, and the average size of all plants furnished will be equal to the average of the two dimensions. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
 5. Plants larger than specified may be used if acceptable to the City Urban Forester. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
 6. Substitutions: Substitutions will not be permitted without the consent of the City Urban Forester. If proof is submitted that a plant(s) is not obtainable or does not meet requirements of the Specification, use of nearest equivalent size or variety will be considered. Plants larger than specified may be used at no increase in cost. Proposed substitutions must receive the written approval of the City Urban Forester. When sources for plants are located by the City Urban Forester, there will be no substitutions and those sources will be used at no increase in cost. The City does not guarantee it will accept substitutions. The City will require that the Contractor try every means possible to obtain the specified trees.
- B. Plant Identification: The nomenclature used in the plant list conforms to the USDA Germplasm Resource Information Network (<http://www.ars-grin.gov/npgs/searchgrin.html>) or as in the book "The Manual of Woody Landscape Plants" by Michael Dirr. All trees shall be true to name as ordered, and shall be labeled individually by genus, species, variety and cultivar.
1. Plant labels shall be provided by the Contractor for each tree and shall be durable, legible labels stating the correct tree name and size, in weather resistant ink or embossed process lettering, and can be removed at the end of the Contract.
- C. Plant Quality:
1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, larvae, and all forms of infestations. Tree plantings shall be typical of their species and variety. At the time of installation in the City, all plants shall have a normal balance between height and spread, and root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant.
 2. **Plant quality above the soil line:** Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves typical of the plant type specified. Plant quality above the soil line shall comply with the project Crown Acceptance details and the following:
 - a. **Crown:** the form and density of the crown shall be typical for a young specimen of the species or cultivar, pruned to a central and dominant leader.
 - i. Trees shall have a persistent main leader. If the leader was headed, a new leader

(with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.

- ii. Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
 - b. Leaves: the size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
 - c. Branches: shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - i. Main branches shall be symmetrically distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - ii. Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - iii. The attachment of the largest branches (scaffold branches) shall be free of included bark.
 - d. Trunk: the tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, lesions (mechanical injury), or disfiguring knots.
 - i. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stakes may be used to maintain a straight leader in the upper half of the tree.
 - ii. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
 - e. Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter.
3. **Plant quality at or below the soil line:** Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
- a. The roots shall be reasonably free of scrapes, broken or split wood.
 - b. The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
 - c. A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - i. Plants with structural roots on only one side of the trunk ('J roots') shall be rejected.

- d. The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
 - e. The root system shall be free of stem girdling roots over the root collar or kinked roots from nursery production practices.
 - i. Plant Grower Certification: The final plant grower shall be responsible to have determined that the plants have been root pruned at each step in the plant production process to remove stem girdling roots and kinked roots, or that the previous production system used practices that produce a root system throughout the root ball that meets these specifications. Regardless of the work of previous growers, the plant's root system shall be modified at the final production stage, if needed, to produce the required plant root quality. The final grower shall certify in writing that all plants are reasonably free of stem girdling and kinked roots as defined in this specification, and that the tree has been grown and harvested to produce a plant that meets these specifications.
 - f. At time of plant selection observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.
 - g. All plant root balls shall conform to the size requirements specified for the proposed tree species and size at planting identified in the Plant List, and to the code of standards set forth in the current edition of American Standard for Nursery Stock.
 - i. All tree root systems shall be retained as solid units. The diameter and depth of the balls of soil must be sufficient to encompass the fibrous and feeding root system necessary for the healthy development of each tree planting.
 - ii. The tree plantings and root balls shall remain intact as a unit during all operations. No tree planting shall be accepted when the ball of each surrounding its roots has been badly cracked or broken, either before or during the process of planting.
- D. Submittals: for each plant type, submit the required plant quality certifications from the grower where plants are to be purchased to the City Urban Forester for approval. The certification must state that each plant meets all the above plant quality requirements.
- 1. The grower's certification of plant quality does not prohibit the City Urban Forester from observing any plant or rejecting the plant if it is found to not meet the specification requirements.
- E. Inspections: Plants shall be inspected, selected, and tagged at the place of growth by the City Urban Forester with the Contractor. Inspection and approval at the source(s) shall not waive the right of rejection for failure to meet other requirements during progress of work.

2.2 PLANT ROOT BALL PACKAGE OPTIONS

The following root ball packages are permitted. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.

A. Balled and Burlapped Plants

- 1. All Balled and Burlapped (B&B) plants shall be field grown, and the root ball packaged in burlap

and twine and/or burlap and wire basket package.

2. The root ball dimensions to trunk caliper ratio shall conform to American National Standards Institute (ANSI) Z60.1-2014 American Standard for Nursery Stock. All tree plantings shall retain root systems as solid units. The diameter and depth of the balls of soil must be sufficient to encompass the fibrous and feeding root system necessary for the healthy development of each tree planting.
3. The tree plantings and root balls shall remain intact as a unit during all operations. Tree plantings shall NOT be accepted when the ball of earth surrounding its roots has been badly cracked or broken, either before or during the process of planting.
4. Plants shall be harvested with the following modifications to standard nursery practices.
 - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain requirements for soil depth over the structural roots (maximum of 2" soil depth above the point where the top-most root(s) emerges from the trunk). Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
 - b. All root pruning and hardening off procedures shall be accomplished utilizing accepted horticultural practices. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation.
 - c. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.
 - i. At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable.
 - d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.

B. Bare Root Plants

1. Harvest bare root plants while the plant is dormant and a minimum of 4 weeks prior to leaf out (bud break).
2. The root spread dimensions of the harvested plants shall conform to ANSI Z60.1 for nursery grown bare root plants for each size and type of plant. Just prior to shipping to the job site, dip the root system into a slurry of hydrogel (cross linked polyacrylamide) and water mixed at a rate of 15 oz. of hydrogel in 25 gallons of water. Do not shake off the excess hydrogel. Place the root system in a pleated black plastic bag and tie the bag snugly around the trunk. Bundle and tie the upper branches together.
3. Keep the trees in a cool dark space for storage and delivery. If daytime outside temperatures exceeds 70 degrees F, utilize a refrigerated storage area with temperature between 35 and 50 degrees.
4. Where possible, plan time of planting to be before bud break. For trees to be planted after bud break, place the trees before bud break in an irrigated bed of pea gravel.

- a. The pea gravel bed shall be 18 inches deep over a sheet of plastic.
- b. Space trees to allow the unbundled branches to grow without shading each other.
- c. Once stored in pea gravel, allow the trees sufficient time for the new root system to flush and spring growth of leaves to fully develop before planting.
- d. Pea gravel stored trees may be kept for up to one growing season.
- b. Pea gravel stored trees shall be dipped, packaged and shipped similar to the requirements for freshly dug bare root trees above.

2.3 PLANTING SOILS

- A. Contractor shall provide all topsoil required to complete the planting operation. Planting soil shall be a natural, fertile, friable loam typical of cultivated topsoil of the locality, containing at least 10% and not more than 20% decayed organic matter (humus). Topsoil shall be free of sub-soil, stones greater than 1-¼ inches in diameter in the longest dimension, earth clods, sticks, stumps, clay lumps, roots, or other objectionable, extraneous matter or debris. Topsoil shall not be by test either excessively acid or alkaline nor contain toxic substances. Soil soluble salt content shall be less than 2 dS/m, and pH shall be between 5.5 and 6.5. Topsoil shall not be delivered or used for planting while in a frozen or muddy condition.
- B. Soil for planting trees shall be one of the following sandy loams; “course sandy loam”, “sandy loam”, and “fine sandy loam”: determined by soil texture analysis and based on the "USDA Classification System" and as defined in this section. It shall be of uniform composition, without admixture of subsoil. Planting soil for trees shall have the following grain size distribution for material passing the #10 sieve:

Millimeter	Percent passing by weight	
	Maximum	Minimum
2	-----	100
1	100	80
0.5	87	67
0.25	78	48
0.10	68	30
0.05	55	22
0.002	7	2

1. Maximum size shall be one and one quarter inches largest dimension. The maximum retained on the #10 sieve shall be 25% by weight of the total sample.
2. The ratio of the particle size for 80% passing (d80) to the particle size for 30% passing (d30) shall be 6.0 or less. ($d80/d30 < 6.0$)
- C. Submittals: Representative sample, certification, manufacturer's literature and certified test results for proposed planting soil to be submitted to and approved by the City Urban Forester.

2.4 FERTILIZER

- A. Fertilizer shall be a complete, slow-release, root contact packet, 16-8-16, or equal, that is engineered

to stimulate root growth and is a standard product complying with State and Federal Fertilizer Laws. Slow release fertilizer is defined as having more than 50% of the nitrogen in the water insoluble nitrogen form.

- B. Submittals: Name of supplier and sample to be approved by the City Urban Forester.

2.5 MULCH

- A. Mulch shall be applied for moisture retention in soil, abatement of dust and weeds, and for nutrient enrichment of the soil.
- B. Mulch shall be high quality, shredded or double-ground, premium bark mulch consisting of clean organic plant material.
- C. Bark mulch shall conform to the following:
 - 1. Must be a uniform, natural wood color, without dyes, which shall not exhibit a noticeable degree of color change characteristic when wet.
 - 2. Must not have an unpleasant odor.
 - 3. Must be free of dirt, insects, disease, and extraneous debris that would be harmful to the trees being planted.
 - 4. pH: between 4.0 and 8.0.
 - 5. Particle size: 100% passing through a 50mm (2 inch) screen.
 - 6. Soluble salt content: less than 4.0 mmhos/cm.
- D. Submittals: Prior to the Contractor ordering shredded pine bark mulch material, the Contractor shall submit to the City Urban Forester, at the Contractor's expense, one cubic foot sample of the shredded bark mulch material and the supplier's product specification data sheet. The Contractor shall not order any delivery of the shredded bark mulch material until the Contractor's sample has been inspected and approved by the City Urban Forester.
 - 1. If the City Urban Forester disapproves of the sample submitted by the Contractor, then the Contractor shall continue at no expense to the City, to obtain other sources of bark mulch material as specified until the Contractor's sample of such material, meets with the City Urban Forester's approval.

2.6 WATER AND WATERING BAGS

- A. Water furnished by the Contractor will be free of ingredients harmful to humans and plant life. The Contractor will supply hoses and other watering equipment required for the work.
- B. The Contractor shall be responsible to furnish its own supply of water to the site. At no time will the Contractor seek to use water from private property owners.
- C. Contractor may get water from City of Somerville fire hydrants ONLY with the approval of the City's Water Department. The Contractor will be responsible for following all the procedures and requirements set by the Water Department. The Water Department will provide the Contractor with a meter and/or backflow device and will charge the Contractor a fee for the water and meter and/or backflow device. It is the responsibility of the Contractor to obtain this information. The Somerville Water Department is located at 1 Franey Rd., and can be reached at 617-625-6600 extension 5850, or water@somervillema.gov.

- D. Watering for trees shall be provided through use of a drip irrigation bag which shall be approved by the City Urban Forester. Irrigation bag must:
 - 1. Be constructed of plastic or other flexible watertight material.
 - 2. Have a holding capacity of a minimum of 20 gallons.
 - 3. Have an opening in the top for filling.
 - 4. Have a slow drip hole(s) water release system in the bottom, specifically designed to water establishing trees. Rate of complete water release must be no quicker than 5 hours for a complete fill.
- E. Submittals: Name of drip irrigation bag product supplier, including manufacturer product data and literature, and sample to be approved by the City Urban Forester.

2.7 TREE STAKING AND GUYING MATERIAL

- A. Tree stakes shall be 10 foot long lodge pole wooden stakes free of knots, 3" in diameter, or 2" x 3", and pointed at one end.
- B. Tree ties shall be flat woven straps, made of polyester or polypropylene, 3/4 inch wide, and 900 lb. break strength. Color to be green or black.
- C. Submittals: Samples of stakes and tree ties and manufacturer product data and literature shall be submitted to the City Urban Forester for approval.

2.8 EDGING

- A. For new or expanded tree wells in brick sidewalks, the Contractor shall install edging around the perimeter of the tree well to keep the bricks from displacing.
- B. Aluminum edging shall be shop fabricated from aluminum alloy 6063-T6, 3/16 inch thick x 1-5/8 inch or 2-1/4 inch deep, with standard black baked-on acrylic paint finish. Edging shall be furnished in 16-foot lengths.
 - 1. Adjacent sections shall be adjoined using a 4 inch sliding, locking connector of aluminum alloy 6063-T6.
 - 2. Stakes shall be spiral steel spikes with insulating plastic washers 10 inches x 3/8 inch.
- C. Name of edging product, supplier and sample to be approved by the City Arborist.

PART 3 – EXECUTION

3.1 SAW CUTTING AND PAVEMENT REMOVAL

- A. Certain locations will require the removal of pavement to allow for the expansion and excavation of the planting holes. Pavement types may include cement, bituminous concrete, brick or stone, and other similar substances.
- B. All areas where pavement will be removed will be marked in the field by white marking paint. Dimensions of each cut will be provided by the City Urban Forester. All edges are to be cut with

straight, clean cuts using a saw.

- C. The Contractor shall be responsible for the legal disposal of all excavated pavement off site, at the Contractor's expense.
- D. All dust, debris and deposits (including any residue from wet-saw cutting) left behind from the cutting and excavating operation shall be cleaned up immediately following the installation of the tree.

3.2 TREE GRATE AND GUARD REMOVAL

- A. From time to time prior to the planting of trees and/or at locations with existing trees the City may require that metal tree grates and tree guards be removed. Removal shall be done in such a manner that does not damage an existing tree to remain with whatever tools and equipment the Contractor deems necessary and is approved by the contract supervisor.
- B. The legal disposal of the grate and/or guard shall be the sole responsibility of the Contractor. The City reserves the right to keep the grate and/or guard as it deems necessary.
- C. After removing the grate and/or guard each tree well is to be weeded and cleaned of all debris. Bark mulch is to be replaced in the tree well to a level that meets the surrounding grade/ sidewalk surface.

3.3 EDGING

- A. Edging shall be installed at perimeter of new and expanded tree pits that abut brick paving. Install edging with the base resting on the ground and facing toward the brick paving and sidewalk. Set edging to the required alignment, straight and true and to the required elevation to ensure full paver restraint. Thread spike through insulating washer. Drive spikes into base until spike head firmly wedges washer against flange of aluminum edging.
 - 1. Edging shall be securely staked in required position. Stakes shall be driven every 12 inches in straight runs and into every support section in curved sections.
 - 2. Adjacent lengths shall be attached using manufacturer's standard connections according to manufacturer's published instructions.
 - 3. Edging shall be set plumb and vertical at required line and grade. Straight sections shall not be wavy; curved sections shall be smooth and shall have no kinks or sharp bends.

3.4 TREE PLANTING SEASON

- A. Planting shall only be performed when weather and soil conditions are suitable. No planting shall take place during adverse weather conditions as determined by the City Urban Forester. Adverse weather conditions include extremely hot, dry, windy or freezing weather.
- B. Install plants during the planting time as described below unless otherwise requested by or approved in writing by the City Urban Forester. On occasion, plantings may take place outside of these times. In the event that the Contractor requests planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.
 - 1. Spring Planting Season: April 1st – June 15th
 - 2. Fall Planting Season: September 15th – November 30th

3.5 TREE PLANT SELECTION

- A. The City Urban Forester will select and tag all specified tree planting material at the nursery location(s).

3.6 PLANT MATERIAL HANDLING, DELIVERY, AND STORAGE

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
 - 1. The Contractor will inspect and approve all trees at the nursery(ies) prior to pick up. However, this does not alter the right of the City Urban Forester to inspect and reject unsuitable trees delivered to the planting site.
 - 2. During transport, cover trees with a breathable protective mesh covering (no plastic) to prevent wind damage.
 - 3. When plants cannot be transported and planted immediately upon being dug they shall be stored and protected from desiccation and extremes in temperature by being heeled-in, watered, and covered.
 - 4. Special care shall be taken to insure that the roots of bare root and balled and burlapped trees are not damaged and not allowed to dry out during the course of a work day. Using a soil moisture meter, periodically check the soil moisture in the root balls of all balled and burlapped plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- B. Plants shall be handled, transported, and stored so as to prevent damage of any sort, including but not limited to breaking of branches, scraping or bruising the trunk or root collar, breaking root balls or roots.
 - 1. Bare root and balled and burlapped trees are to be placed on a trailer, truck, or other equipment gently and in a manner that does not damage any portion of the tree. Once placed, they are to be covered in a manner that sunlight does not shine on the roots of the plants and the branches are protected from wind damage.
 - 2. Move balled and burlapped trees using only the root ball; never pick up or move the tree using the trunk as a handle.
 - 3. All unplanted tree plantings shall be protected at all times from sunlight and drying winds.
 - 4. At no time shall the roots of the trees be exposed to direct sunlight, wind, or drying out. Balled and burlapped and bare root plants are to be covered during all forms of transport, and are not to be uncovered until immediately prior to installation. While sitting and waiting to be installed, plants and associated roots must be covered and protected from light and drying out.
- C. Tree plantings shall be delivered to the tree planting site in a well-watered and vigorous condition.
- D. If necessary, provide a suitable remote staging area for plants and other supplies. The City Urban Forester shall approve the duration, method and location of storage of plants.
 - 1. Do not deliver more plants to the site than there is space with adequate storage conditions.
 - 2. If desired, the Contractor must request a staging area 30 days before the start of any work. Request will be submitted to the City Urban Forester. If the request is made less than 30 days before the start of any work, the Contractor shall be responsible for furnishing and/or leasing any

temporary storage or construction staging area required.

3. All trees shall be stored in an upright position, and grouped according to Genus, Species, and 'cultivar' or 'variety'. Stored trees shall be mulched such that 2/3 of each root ball is covered, and heavily watered twice a day to prevent wilt and undue stress to the trees.
 4. Trees are to be removed from the temporary holding area on a daily basis. Only the plants that can be planted in the course of a normal work day should be removed from the holding area.
 5. Care shall be taken to not damage the trees or roots during the transport from the temporary holding area to the planting site. It is the Contractor's responsibility to determine the best method to ensure that the roots are not damaged and do not dry out during the course of the planting process. Damaged roots/ plants will be the responsibility of the Contractor.
 6. The City Urban Forester may inspect the temporary storage area upon notifications to the Contractor.
 7. The Contractor shall provide the City Urban Forester with a schedule of tree pick-up from the temporary storage location, including the day and time of pick up for each tree.
- E. If it is determined that poor handling and neglect by the Contractor has caused a plant to die or fail to establish, the Contractor shall be responsible for the cost of replacing the plant. Costs shall include the cost of purchase, cost to remove dead plant, and cost to install new plant. Poor handling and/or neglect may result in contract termination.

3.7 SOIL MOISTURE

- A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

Soil type	Permanent wilting point	Field capacity
Sand, loamy sand, sandy loam	5-8%	12-18%
Loam, sandy clay, sandy clay loam	14-25%	27-36%
Clay loam, silt loam	11-22%	31-36%
Silty clay, silty clay loam	22-27%	38-41%

- B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.
1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.

3.8 GENERAL TREE PLANTING

- A. Prior to tree planting, the City Urban Forester will supply in writing to the Contractor specified tree planting locations showing the tree species selected and approved.
- B. Contractor installation plan shall be submitted a minimum of 14 days prior to the scheduled

installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants.

- C. Tree planting areas may need pavement removal as required by the City Urban Forester. All materials excavated from the tree planting areas and considered detrimental to the growth of the trees, such as an existing tree or stump, sidewalk paving, rocks, sub-soil and debris, shall not be reused for fill or in the planting operation, and must be removed from the site and disposed of properly.
- D. Any unexpected obstructions at the site that interfere with the tree planting operation will be communicated to the City Urban Forester to determine a solution before planting occurs.
- E. Soil of very poor quality or heavy clay encountered by the Contractor must be reported to the City Urban Forester for removal and amended as required.
- F. Observe each plant after delivery and prior to installation for damage or other characteristics that may cause rejection of the plant. Notify the City Urban Forester of any condition observed.

3.9 PLANTING HOLE PREPARATION

- A. For tree planting pits that are surrounded by stone, carefully remove brick or stone such that it can be reused after the tree has been planted.
- B. Remove all soil, where present, from above the root flare to expose the top-most root where it emerges from the trunk, and measure the distance between the top-most root and the bottom of the root ball or root mass.
- C. Hole shall be dug about 10% shallower than this depth.
- D. Planting pits shall be excavated to the full width and length of the surface opening. In lawn areas, the planting area must be dug to the depth of the root-ball and 3 times the width.
- E. When planting holes are dug using mechanical means, i.e. backhoe, excavator, auger, etc., and the side walls of the pits become plastered or glazed, the plastered or glazed surface shall be properly scarified.
- F. Upon approval of plant locations and pavement removal (where applicable), excavate existing soils and remove all trees and stumps 5" or less in diameter, and any other deleterious materials as specified herein. The Contractor must haul and legally dispose of excavated material off-site.
- G. The tree well will be cut based on the markings on the sidewalk. The dimensions of each tree well will be noted on the planting list given to the Contractor prior to the start of planting. The tree well must be excavated to its full extent. Acceptable material may be put back into tree well and amended as needed with approved planting soil. Remove any stones greater than 1-¼ inches in diameter in the longest dimension, earth clods, sticks, stumps, clay lumps, roots, or other objectionable, extraneous matter or debris from the excavated soil before using it for backfill. If excavated material cannot be reused refer to Section 3.10 SOIL AND WASTE MANAGEMENT for instruction.
- H. Surplus excavation and unsuitable material from the planting holes shall be removed from the site and disposed of per Section 3.10 SOIL AND WASTE MANAGEMENT of this specification.
- I. Planting pits will require a minimum of 4 feet of walking space for sidewalk pedestrian traffic.
- J. Planting wells and areas shall be approved by the City Urban Forester, or designee, before back filling.
- K. Tree wells shall be at least 18 square feet, 6' x 3' or as directed by the City Urban Forester.

3.10 SOIL AND WASTE MANAGEMENT

- A. For guidelines and policies related to handling and disposal of contaminated soil please refer to the Department of Environmental Protection (DEP) website at <http://www.mass.gov/eea/agencies/massdep/>.
- B. It is the objective of soil/fill management practices specified here to handle all soil/fill excavated during the course of this contract in a cost-effective manner and in accordance with applicable State and Federal regulations. The Contractor shall reuse excavated materials, as approved by the City Urban Forester, prior to using imported fill in order to reduce the volume of material to be disposed off-site provided the material is geotechnically suitable as backfill and does not result in spreading contamination to other areas or other soil/fill strata. Excavated soil/fill, which is displaced by planting of trees, may be used as backfill elsewhere on the project provided the soil/fill is geotechnically suitable and does not result in spreading contamination or degrade the environmental quality at the location of reuse. Imported backfill shall be used only as accepted by the City Urban Forester.
- C. Any soils which exhibit petroleum or chemical odor or visual indications of oil or hazardous materials shall be handled as potentially contaminated soils. Soil which does not have any evidence of contamination can be reused within the *area of excavation*. Soil/fill which is staged and characterized can be reused within the area of excavation or elsewhere on site provided the material has equal or less contamination than the point where it is to be reused.
- D. Contaminated soil/fill (including petroleum-contaminated soil/fill) which cannot be reused on site shall be removed and disposed of by the Contractor, or shall be delivered within the City to a stockpile location to be determined by the City of Somerville.
- E. Notification procedures:
 - 1. In the event of an emergency, the Contractor shall contact the following entities at the earliest possible opportunity:
 - a. City of Somerville designated representatives
 - b. City of Somerville Department of Public Works
 - c. City of Somerville Fire Department
 - d. City Urban Forester
 - e. MassDEP
 - 2. The Contractor shall prepare in advance of work activities a notification list, complete with phone numbers, addresses, and contact names for all parties to be notified (including, but not limited to, the parties listed above) in the event of an emergency.

3.11 TREE INSTALLATION

- A. The root system of each plant shall be observed by the Contractor at the time of planting to confirm that the roots meet the requirements for plant root quality in *Part 2.1.C (Part 2 – Products: Trees General: Plant quality)*. The Contractor shall undertake at the time of planting all modifications to the root system required by the City Urban Forester to meet these quality standards.
 - 1. Modifications at the time of planting to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the City Urban Forester may choose to reject the plant rather than permitting the modification.
 - 2. Any modifications required by the City Urban Forester to make the root system conform to the

plant quality standards outlined in *Part 2.1.C (Part 2 – Products: Trees General: Plant quality)*, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.

3. The resulting root ball may need additional staking and water after planting. The City Urban Forester may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty.
 4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations
- B. Trees shall be plumb and upright, faced to give best appearance, and planted at the center of the planting areas. The tree graft, if applicable, shall be visible above the grade. If the Contractor is unable to install tree at proper grade and/or in center of tree well or designated planting location, the Contractor shall not install tree and immediately contact the City Urban Forester.
- C. **Trunk flare must be visible and free of adventitious roots.**
1. Place the tree in the planting hole so that the top of the root ball where the trunk flare is visible is 1” above the established sidewalk level. Do not place soil on top of the root ball. If root flare is covered or set significantly higher (or lower) than 1” above sidewalk grade than the Contractor will not be paid for that tree until it is properly adjusted.
- D. Any non-degradable materials used in wrapping the root ball must be entirely and carefully removed so as not to disturb the roots.
1. Cut and remove not less than 2/3 of the wire basket from root ball, while keeping the root ball intact. **DO NOT PULL WIRES OUT FROM UNDER THE ROOT BALL.**
 2. Remove top 2/3 of burlap from the root ball. **DO NOT PULL BURLAP OUT FROM UNDER THE ROOT BALL.**
 3. Carefully cut and remove all rope, string, and twine from the root ball, making sure not to damage the trunk or roots in the process.
 4. All materials cut away from the root ball must be removed from the site.

3.12 FERTILIZING

- A. Insert approved slow-release tree fertilizer packets before back-filling. The number of packets to insert shall be based on the percent nitrogen in the packet and the size of the tree planting area, with the approval of the City Urban Forester.

3.13 BACK-FILLING

- A. Carefully backfill the space around the root ball by hand using the existing soil that was excavated for the planting space and approved topsoil in layers, and water each layer thoroughly to fill all voids and allow to settle. Finish back-filling to a depth that finished grade level at settlement will be at established sidewalk level.
1. Fill hole about 1/3 full and gently slice a shovel down into the backfill 15 to 25 times all around the tree. Be careful not to damage the trunk or roots in the process. **DO NOT** step firmly in the backfill soil because this could compact it and restrict root growth. **DO NOT** over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density as measured by a standard proctor compaction test, or

greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.

2. Water the first third of soil to settle and eliminate air pockets. Backfill the remainder of the tree well in layers not to exceed six 6 inches. Water soil to settle. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
- B. When the hole is filled with soil the root ball should remain approximately 2 inches above the backfill soil. The top of the root ball is not to be covered by the backfill soil.
- C. Surround each tree with a shoulder of topsoil around the outside of the root ball to form a temporary saucer, 3 to 4 inches deep. Tamp the berm to reduce leaking and erosion of the saucer.

3.14 WATERING (INSTALLATION THROUGH FINAL ACCEPTANCE)

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of final acceptance.
- B. At the time of planting judiciously flood plants with water. After installing the tree, bringing soil to grade and forming the planting saucer, thoroughly soak the tree well by repeatedly filling the well with water to the full depth of the saucer, allowing the water to completely percolate into the soil between fillings.
- C. Watering shall be provided from May 15 through November 15 at the discretion of the City Urban Forester.
 1. The Contractor will also include in his base bid costs for watering trees twice per week exclusive of Saturdays, Sundays and holidays for a period of 30 days from the date of planting.
 2. Beginning 30 days after planting, the Contractor will water trees once per week.
- D. Watering shall be provided through use of a drip irrigation bag which shall be furnished by the Contractor and installed immediately on each tree following planting per the manufacturer's instructions.
 1. Immediately following the planting of the tree, a drip irrigation bag is to be installed per the manufacturer's instructions.
 2. Drip irrigation bag is to be secured with a zip tie or similar locking device to avoid unwarranted removal
 3. At the end of the watering period the Contractor shall remove all irrigation bags and deliver them neatly stacked to the Department of Public Works for winter storage.
- E. Contractor shall provide the City Urban Forester with a schedule of watering during the warranty period. The watering schedule shall include details on the order in which the trees will be watered, the frequency of watering, and the volume of water that will be provided to each tree during each visit.
- F. For each day that watering occurs, the watering crew is to report to the City Urban Forester, by phone or in person, as to the locations they will be watering that day.
- G. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures as necessary to ensure the site is safe at all times for any passersby.
- H. All installed trees that are injured or damaged due to the lack of water, or the use of too much water,

shall be the Contractor's responsibility to correct.

- I. The Contractor is to provide a watering truck and water as outlined in the Equipment section (Section 1.12.B) and Products section (Section 2.6) of this specification.

3.15 WATERING (2-YEAR WARRANTY PERIOD)

- A. Watering during the 2-year warranty period shall be performed as specified in Section 3.14 and shall occur a minimum of once per week (approximately 4x per month) or as acceptable to the City Urban Forester.
- B. Watering and maintenance during the warranty period will be recorded and tracked as described in the Warranty section (Section 3.21) of this specification.
- C. If a tree is dead or damaged and not watered, the Contractor shall notify the City Urban Forester immediately.
- D. The watering bags shall remain the property of the City at the completion of the work.

3.16 MULCHING

- A. Place mulch immediately after planting. No planting areas shall be left for any longer than thirty minutes without mulch. No mulch material shall be applied prior to the initial watering of plant.
- B. Apply a three inch layer of mulch (after settlement) around plants. Mulched area shall be six feet in diameter around the trunk of the plant, unless otherwise specified by the City Urban Forester. For tree wells that are less than six feet long in any direction, mulch shall be applied to the entire tree well.
- C. Mulch shall NOT come in contact with the trunk of the plant or the root flare. No mulch should be placed within 2 to 3 inches from the trunk.
- D. Periodically throughout the warranty period, at the direction of the City Urban Forester, re-apply mulch to the planting areas in the manner described in this section.
- E. From time to time the City may require additional mulch to be placed at various tree locations and existing planting beds citywide. Mulch is to be applied as outlined in this section.
- F. When the City opts to mulch existing trees and planting beds the Contractor is to first remove all existing unwanted vegetation (i.e. weeds) and debris.

3.17 STAKING

- A. Stake, guy and anchor immediately after planting of each tree. Two stakes shall be used for each tree from 1" caliper up to and including 3-1/2" caliper.
- B. Stakes for supporting trees shall be of uniform size, either 2" x 3" x 10' or 3" diameter x 10', and which are capable of standing in the ground at least two years.
- C. Equally space stakes and set parallel to structures, contours, paving or curbs. Set trees plumb and hold in position until the soil has been solidly backfilled around the root ball and/or roots. Stakes shall be driven to sufficient depth to hold the tree rigid, and shall be fastened to tree with approved strapping, and with appropriate knot.
- D. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.

- E. Stakes shall be driven into the ground, and resulting stakes will be of a uniform height. Place stakes to avoid root damage and at reasonable and proper distance from trunk to prevent movement of tree and root system; tension on stakes and guy wires to be equal and at a slight angle away from tree.
- F. Plants shall stand plumb after staking or guying.
- G. Any stake or strap that becomes displaced or broken shall be reset or replaced promptly.
- H. Stakes and guys shall be removed from all trees by the Contractor after one full growing season, or at other times as required by the City Urban Forester. If the stability of any tree will be compromised by removing the stakes after one full growing season, notify the City Urban Forester immediately. If any tree becomes unstable after removing the stakes, the stakes will be replaced for an additional year, following the protocol outlined in this section, at no additional cost to the City.

3.18 PRUNING

- A. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in book “Structural Pruning: A Guide for the Green Industry” published by Urban Tree Foundation, Visalia, CA.
- B. All pruning shall be performed by a person experienced in structural tree pruning.
- C. Pruning shall be done with clean, sharp tools.
- D. Immediately before or after planting only prune dead, badly bruised, broken, or crossing limbs.
- E. Except for plants specified as multi-stemmed or as otherwise instructed by the City Urban Forester, preserve or create one central leader.
- F. Pruning of large trees shall be done using pole pruners, or, if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
- G. No tree paint or sealants shall be used.
- H. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.

3.19 CLEAN UP

- A. Removal and disposal of tree and woody vegetation debris.
 - 1. The Contractor shall remove and dispose of all debris resulting from the work at each job site, including, but not limited to: excess planting soil, subsoil, mulch, plants, and packaging. Each job site is to be left in a condition equal to or better than that which existed prior to the execution of work order. The Contractor shall be solely responsible for disposal of all debris.
 - 2. The City reserves the right to retain all debris, chips and wood from work completed on City of Somerville trees at no cost to the City. The City reserves the right to use this material in any way it sees fit.
- B. Restoration of work areas and cleanup.
 - 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property. Ensure that mulch is confined to planting beds.

2. All areas damaged during the process of the work shall be the responsibility of the Contractor and who shall restore the disturbed and damaged areas to a condition satisfactory to the City Urban Forester. This may include, but not be limited to tilling, grading, paving, fertilizing, mulching, etc.
3. The Contractor shall also be responsible for any other damage caused by his or her process of work operations and shall dispose of all rubbish, excess soil, etc., as directed by the City Urban Forester, all of which shall be done at no expense to the City of Somerville.
4. For trees planted in brick sidewalks or for tree wells that are surrounded by stone cobbles, bricks and/or cobbles will be replaced around the edges of the tree well to match the pattern of the surrounding sidewalk and the other tree wells along the street. Reuse the bricks/cobbles that were set aside prior to planting.

3.20 WATER METER AND BACKFLOW PREVENTION DEVICES

- A. When hydrants are being used, the Somerville Water System must be protected with backflow device and necessary fittings as per Massachusetts Department of Environmental Protection (DEP) Regulations 310 CMR 22.22 and as per the Somerville Water Department. Somerville-specific water meters and backflow devices must be used for any and all hydrant use operations. The Somerville Water Department is located at 1 Franey Rd., and can be reached at 617-625-6600 extension 5850, or water@somervillema.gov.

3.21 WARRANTY

- A. Trees will be warrantied for a minimum period of time of two (2) years after the initial acceptance. Trees planted in the Spring shall be alive and in satisfactory growth on June 1 of the second year after planting [ex. trees planted in Spring 2018 shall be warrantied until June 1, 2020]. Tree planted in the Fall shall be alive and in satisfactory growth on October 1 of the second year after planting.
- B. During the warranty period, provide all maintenance for all plantings. Tree care and maintenance shall begin immediately after planting and throughout the warranty period to keep the plants in a healthy state and the planting areas clean and neat until final acceptance. Maintenance throughout the warranty period shall include, but is not limited to, the following:
 1. **Straightening and resetting plants to proper grades:**
 - a. Maintain all plants in a plumb position throughout the warranty period. Reset any plants that have settled or are leaning as soon as the condition is noticed, and straighten all trees that move out of plumb. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled. Do not straighten plants by pulling the trunk with guys
 2. **Watering:**
 - a. Provide all water required to keep soil within and around the root balls at optimum moisture content for plant growth.
 - b. Each tree shall be watered at least once per week during the growing season (see Sections 3.14 and 3.15 of this specification), except when rainfall provides sufficient moisture.
 - c. Check soil moisture and root ball moisture with a soil moisture meter on a regular basis and record moisture readings. Do not over water. Contact the City Urban Forester to approve any adjustments to the watering schedule.

- d. Maintain all drip irrigation bags and keep them optimally operational.
- 3. **Weeding:**
 - a. Keep all tree wells free of weeds. Hand-remove all weeds; chemical weed control is not permitted.
- 4. **Mulch replacement:**
 - a. Refresh mulch as directed by the City Urban Forester to maintain complete coverage, but do not over mulch. At no time shall the overall mulch thickness be greater than 3 inches. Do not apply mulch within 2 to 3 inches of the trunks of any trees. Replacement mulch shall meet the requirements of the original approved material.
- 5. **Pruning:**
 - a. Remove cross over branching, shorten or remove developing co dominant leaders, dead wood and winter-damaged branches. Unless directed by the City Urban Forester, do not shear plants or make heading cuts.
 - b. At the end of the warranty period each tree must be free of dead branches and shall be pruned for good structure based on industry standards and as directed by the City Urban Forester.
- 6. **Treating for insect pests and diseases:**
 - a. Maintain disease, insects and other pests at manageable levels. Manageable levels shall be defined as damage to plants that may be noticeable to a professional but not to the average person. Use least invasive methods to control plant disease and insect outbreaks. The City Urban Forester must approve in advance the use of all chemical pesticide applications.
- 7. **Repairing and replacing tree stakes, guys, and anchors:**
 - a. Maintain plant guys in a taught position.
 - b. Complete removal of stakes and guy wires: at the end of 1 year after planting, the Contractor shall remove from the site the stakes and guying materials from all trees, unless otherwise directed by the City Urban Forester, at no additional charge to the City.
- 8. **Trash removal:**
 - a. Remove all trash and debris from all tree wells and maintain the wells in a neat and tidy appearance.
- 9. **Plant replacement:**
 - a. Replace all plants that are defective, as defined in the warranty provisions, as soon as the plant decline is obvious and in suitable weather and season for planting as outlined in above sections. Plants that become defective during the maintenance period shall be covered and replaced under the warranty provisions.
- C. The City Urban Forester, at his/her discretion, may require the Contractor to address tree planting related issues as they develop.
- D. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts, and number of each crew. Periodically review the logs with the City Urban Forester, and submit a copy of the logs monthly.
- E. Notify the City Urban Forester in writing if maintenance, including watering, is not sufficient to maintain plants in a healthy condition. Such notification must be made in a timely period so that the

City Urban Forester may take corrective action. Notification must define the maintenance needs and describe any recommended corrective action.

1. In the event that the Contractor fails to visit the site and/or notify, in writing, the City Urban Forester of maintenance needs, lack of maintenance shall not be used as grounds for voiding or modifying the provisions of the warranty.
- F. The Contractor shall meet with the City Urban Forester semi-annually during the warranty period to inspect the plantings and shall take immediate action to identify potential problems and undertake corrective measures.
- G. At the end of the warranty period attend a hand-over meeting to formally transfer the responsibilities of maintenance to the City Urban Forester. Provide all information on past maintenance activities and provide a list of critical tasks that will be needed over the next 12 months. Provide all maintenance logs. Make the Contractor's Supervisor available for a minimum of one year after the end of the warranty period to answer questions about past maintenance.
- H. Defective work shall be corrected immediately after becoming apparent, weather and season permitting. The City Urban Forester shall be notified immediately of any plants that die during the warranty period. Dead plants shall be removed at once regardless of the cause of death at no additional charge to the City. Replacement of dead trees will be done immediately if during the specified installation season. If dead tree has been removed out of planting season, the Contractor shall wait until the beginning of the subsequent planting season, at which time the replacement tree will be planted. If tree to be replaced is a fall hazard species the Contractor shall wait until the beginning of the spring planting season, at which time the replacement tree will be planted.
- I. The Contractor will be responsible for all labor, equipment and materials cost associated with the planting of the replacement plants. When this determination has been made the Contractor shall not be entitled to any further payment for the planting of the replacement plant outside of the payment for the original plant installation.
- J. At the end of the warranty period, the Contractor and the City will meet to inspect the plants to determine if they are acceptable. To be accepted, the work must be in like-new condition. Each tree must exhibit the form typical to its species with at least 75% of its original canopy viable. Any plant that has lost its leader will be rejected.
- K. Based on the inspection, the City will prepare a list of deficiencies in the work. When the deficiencies are corrected to the City's satisfaction, the City will issue a written notice that the warranty period has ended.

3.22 REPLACEMENTS

- A. During the warranty period, dead, unsightly or unhealthy trees should be removed promptly and replaced by the Contractor as required by the City Urban Forester.
- B. Vandalized trees should be brought to the attention of the City Urban Forester.
- C. Replacements shall conform to requirements in the Specifications and shall be replaced as many times as necessary to ensure the establishment of healthy plants. Replacements shall be maintained and guaranteed for two years from the time of replacement, per the terms of the Warranty Period.

3.23 SEMI-FINAL INSPECTION

- A. Semi-Final inspection will be made by the City Urban Forester upon completion of all planting work specified herein.

- B. Upon written notice from the Contractor, the City Urban Forester shall perform a semi-final inspection to review the work.
 - 1. Notification shall be at least 5 business days prior to the anticipated inspection dates.
- C. The Contractor may offer for acceptance the entire project or a completed readily defined area, if approved by the City Urban Forester. All work in the Contract shall be found in neat, clean and safe condition.

3.24 SEMI-FINAL ACCEPTANCE

- A. The City Urban Forester will notify Contractor in writing of acceptance in whole or in part of work, exclusive of maintenance and possible replacement of trees subject to warranty, or of requirements for completion if deficiencies exist. Work will not be submitted for payment without the City Urban Forester's written acceptance. Semi-final acceptance can only occur after the 30 day post-installation watering (2x per week) has been completed and confirmed.
- B. The plant Warranty Period begins at date of written notification of semi-final acceptance from the City Urban Forester.

3.25 END OF WARRANTY FINAL INSPECTION AND ACCEPTANCE

- A. At the end of the warranty and maintenance period, and upon written application from the Contractor, the City Urban Forester shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory, including watering and maintenance.
- B. Prior to final acceptance, any dead, missing or unhealthy trees shall be replaced. If a substantial number of plants are unsatisfactory, missing or dead, acceptance will not be granted until replacements are made and the Contractor's responsibility for the maintenance and warranty (which will require extension) is completed.
- C. If the work is satisfactory, the maintenance period will end on the date of the final observation.
- D. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the City until the work has been completed, observed, and approved by the City Urban Forester.

RECOMMENDED SPECIES

This list contains the trees that the city currently installs as street trees. Alternative varieties or cultivars may be considered by the City Urban Forester.

Shade Tree (no wires present)

Species	Preferred Cultivars	Height (feet)
Red maple (<i>Acer rubrum</i>)	Redpointe®, Red Sunset®, many others	40-60
Armstrong Red maple (<i>Acer x freemanii</i>)		50-70
River birch (<i>Betula nigra</i>)		40-70
European Hornbeam (<i>Carpinus betulus</i>)	Brownstone, Franz Fontaine, Fastigata	30-60
Hackberry (<i>Celtis occidentalis</i>)	Magnifica	40-60
Katsuratree (<i>Cercidiphyllum japonicum</i>)		40-60
Hardy Rubber Tree (<i>Eucommia ulmoides</i>)		40-60
Ginkgo (<i>Ginkgo biloba</i>)	Autumn Gold, Presidential Gold	40-80
Honeylocust (<i>Gleditsia triacanthos</i>)	Halka, Perfection, Shademaster®, Skyline®, Street Keeper	30-70
Kentucky coffeetree (<i>Gymnocladus dioica</i>)	Espresso, Statel Manor	60-75
Sweetgum (<i>Liquidambar styraciflua</i>)	Rotundiloba	60-75
Tuliptree (<i>Liriodendron tulipifera</i>)		70-90
Dawn redwood (<i>Metasequoia glyptostroboides</i>)		70-100
London planetree (<i>Platanus x acerifolia</i>)	Bloodgood, Columbia, Exclamation, Liberty	70-100
Sawtooth oak (<i>Quercus acutissima</i>)		40-60
Swamp White oak (<i>Quercus bicolor</i>)		60-80
Shingle oak (<i>Quercus imbricaria</i>)		50-60
Chestnut oak (<i>Quercus montana</i>)		60-70
Pin oak (<i>Quercus palustris</i>)		60-70
Willow oak (<i>Quercus phellos</i>)		40-60
Red oak (<i>Quercus rubra</i>)		60-75
Japanese pagoda tree (<i>Styphnolobium japonicum</i>)	Regent	50-75
American linden (<i>Tilia americana</i>)	Douglas, Fastigiata, Legend, Redmond	60-80
Littleleaf linden (<i>Tilia cordata</i>)	Greenspire®, Prestige®	60-70
Silver linden (<i>Tilia tomentosa</i>)	Green Mountain, Sterling Silver	50-70
American elm (<i>Ulmus americana</i>)	Jefferson (<i>NOT Princeton, NOT Pioneer</i>)	50-70
Chinese elm (<i>Ulmus parvifolia</i>)	Allee®, Athena®, many others	40-60
Elm cultivars (<i>Ulmus</i> spp.)	Accolade®, Emerald Sunshine®, Homestead, Prospector	40-60
Japanese Zelkova (<i>Zelkova serrata</i>)	Green Vase, Village Green	50-80

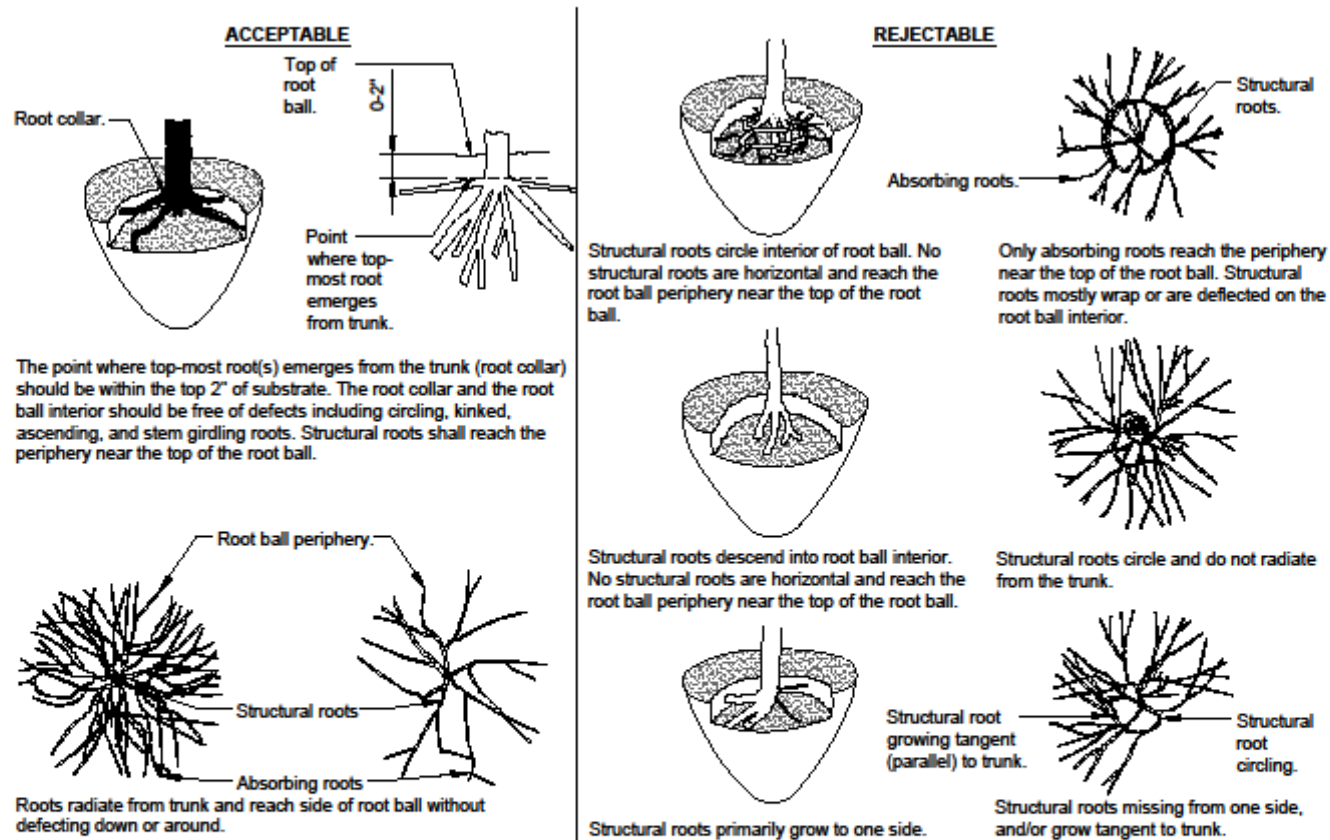
Ornamental Tree (overhead wires present)

Species	Preferred Cultivars	Height (feet)
Trident maple (<i>Acer buergerianum</i>)	Streetwise®	20-35
Hedge maple (<i>Acer campestre</i>)	Queen Elizabeth	25-30
Paperbark maple (<i>Acer griseum</i>)		20-30
Miyabe maple (<i>Acer miyabei</i>)		30-40
Amur maple (<i>Acer tataricum</i> subsp. <i>ginnala</i>)		15-25
Three-flower maple (<i>Acer triflorum</i>)		20-30
Shantung maple (<i>Acer truncatum</i>)		20-25(30)
Serviceberry (<i>Amelanchier</i> spp.)	Autumn Sunset, Cumulus, White Pillar	15-30
American hornbeam (<i>Carpinus caroliniana</i>)		20-30(50)
Eastern redbud (<i>Cercis canadensis</i>)		20-30
Corneliancherry dogwood (<i>Cornus mas</i>)		20-25
Hawthorn (<i>Crataegus</i> spp.)	Princeton Sentry, Winter King, Crimson Cloud	20-30
Amur maackia (<i>Maackia amurensis</i>)		20-30
Crabapple spp (<i>Malus</i> spp.)	<i>Malus x zumi</i> , Donald Wyman, Spring Snow	15-25
Persian ironwood (<i>Parrotia persica</i>)	Jennifer Teates, Vanessa	20-40
Purpleleaf plum (<i>Prunus cerasifera</i>)	Atropurpurea, Newport, Thundercloud	15-30
European birdcherry (<i>Prunus padus</i>)		30-40
Sargent cherry (<i>Prunus sargentii</i>)	Accolade	40-50
Kwanzan cherry (<i>Prunus serrulata</i> 'Kwanzan')		25-40
Snowgoose cherry (<i>Prunus serrulata</i> 'Snowgoose')		20
Higan cherry (<i>Prunus subhirtella</i>)	Autumnalis, Autumnalis Rosea	20-40
Common chokecherry (<i>Prunus virginiana</i>)	Shubert	20-30
Okame cherry (<i>Prunus x incamp</i> 'Okame')		20-30
Yoshino cherry (<i>Prunus x yeodensis</i>)	Akebono	(25)40-50
Japanese tree lilac (<i>Syringa reticulata</i>)	Ivory Silk	20-30
Turkish filbert (<i>Corylus colurna</i>)		40-50
Black gum (<i>Nyssa sylvatica</i>)		30-50
American Hophornbeam (<i>Ostrya virginiana</i>)		25-40
Golden raintree (<i>Koelreuteria paniculata</i>)		30-40

Note: usage of these species depends on availability and season.

Note: the City of Somerville *only rarely* plants Honeylocust or Maple species.

TREE PLANTING CONTRACT – SPECIFICATIONS



Notes:

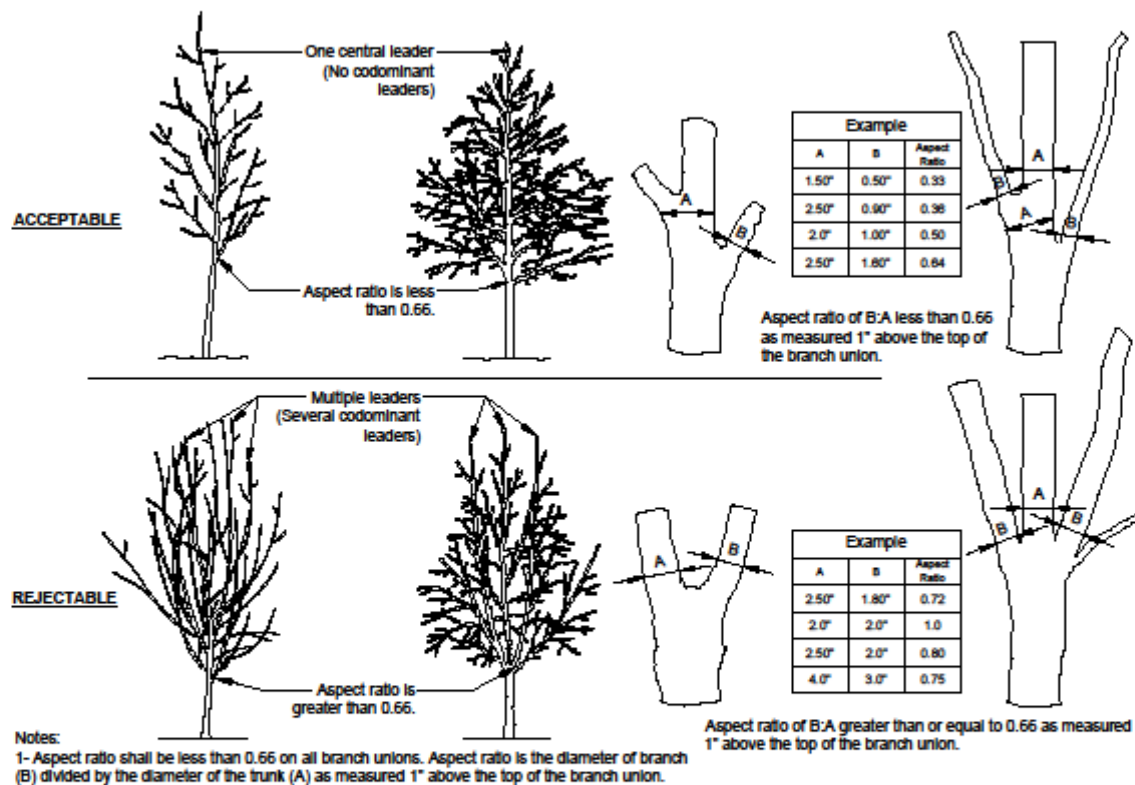
1- Observations of roots shall occur prior to acceptance. Roots and soil may be removed during the observation process; substrate/soil shall be replaced after the observations have been completed.

2- See specifications for observation process and requirements.

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P-X

ROOT OBSERVATIONS DETAIL - BALLED AND BURLAPPED



CROWN OBSERVATIONS - HIGH BRANCHED

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