

**CITY OF WATERTOWN
MASSACHUSETTS**

CONTRACT DOCUMENTS
FOR

VICTORY FIELD TURF REPLACEMENT PROJECT
CONTRACT NO. 2023-039

Bid Opening Date: February 22, 2023, at 11:00 AM

**CITY OF WATERTOWN
DEPARTMENT OF PUBLIC WORKS
124 ORCHARD STREET
WATERTOWN, MA 02472
617-972-6420
gstlouis@watertown-ma.gov**

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SECTION 00020

CITY OF WATERTOWN, MASSACHUSETTS
VICTORY FIELD TURF REPLACEMENT PROJECT

INVITATION TO BID

Sealed Bids for construction of the Victory Field Turf Replacement will be received by the Purchasing Agent of the City of Watertown at the City Hall, 149 Main Street, Watertown, MA 02742, until 11:00 AM, on Wednesday, February 22, 2023 and at that time and place bids will be publicly opened and read aloud.

The work includes the removal of an 11-year old Synthetic Turf field and Crumb rubber Infill and replacement with a new shock pad, Organic Yellow Pine/Sand mix type infill, and dual fiber synthetic turf. All existing materials to be processed in a sustainable manner accompanied by affidavits. Successful bidder is required to perform all work in the summer of 2023, with all work being completed, including all punch list items by August 11, 2023.

Contract Bid Documents will be available electronically beginning on Friday, February 3, 2023 by contacting the Purchasing Agents Office at 617-972-6414 or email at purchasing@watertown-ma.gov. Contract Bid Documents may be examined at the City of Watertown, MA. City Hall, 149 Main Street, Watertown, MA 02742, until prevailing time on Wednesday, February 22, 2023 at 11:00 a.m. in the Lower Hearing Room at City Hall.

Copies of Addenda issued will be mailed or delivered to registered bidders without charge. It is the responsibility of each bidder to ensure addenda issued were received by calling the Purchasing Department prior to bidding at 617-972-6414 or email at purchasing@watertown-ma.gov.

Each Bidder shall fully acquaint themselves with the conditions as they exist and shall thoroughly examine the Bid Documents. Failure of any Bidder to acquaint themselves with the Bid Documents shall in no way relieve Bidder from any obligation with respect to their Bid.

A non mandatory pre-bid meeting will be held at Victory Field, 40 Orchard Street, Watertown, Massachusetts at 10:00 AM, Friday February 10, 2023.

Each bid must be accompanied by a certified check, issued by a responsible bank or trust company, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, all in the amount of 5% of the bid payable to the "City of Watertown".

Bids must be sealed and clearly marked "Victory Field Turf Replacement" and submitted to the Purchasing Agents Office no later than 11:00 a.m., prevailing time Wednesday, February 22, 2023.

Bidders may not withdraw their Bids for a period of 45 days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids.

The Successful Bidder must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to the Owner.

Complete instructions for filing Bids are included in the Instructions to Bidders.

Wage rates for this Project are subject to the minimum wage rates as per M.G.L., Chapter 149, Section 26 to 27H inclusive.

The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 30, Section 39M.

All contracted services with the City of Watertown are dependent on appropriation of funds.

The City of Watertown reserves the right to accept any bid, to reject any/or all bids and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.

The City of Watertown is an Equal Opportunity Employer.

Brian Wyncoop
Purchasing Agent
CITY OF WATERTOWN

SECTION 00100

INSTRUCTIONS TO BIDDERS

CITY OF WATERTOWN, MASSACHUSETTS VICTORY FIELD TURF REPLACEMENT PROJECT

INSTRUCTIONS TO BIDDERS

This Project is subject to approval and funding. Bids must remain valid for 45 days.

ARTICLE 1. QUALIFICATIONS OF BIDDERS

1.1 Bidders may be investigated by OWNER to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of OWNER's or ENGINEER's request, written evidence of such information and data necessary to make this determination.

1.2 The investigation of a Bidder will seek to determine whether the Bidder has adequate experience. Investigations may include whether the bidder is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure OWNER that the Work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed will also be considered.

1.3 In evaluating Bids, OWNER will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.

1.4 OWNER reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

ARTICLE 2. COPIES OF CONTRACT DOCUMENTS

2.1 Complete sets of Contract Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

2.2 OWNER and ENGINEER in making copies of Contract Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (c) become familiar with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the requirements of the Contract Documents.

3.2 Surveys at the site which have been relied upon by ENGINEER in preparing the Contract Documents are identified in Article 5 of the Supplementary Conditions. These reports are not guaranteed or warranted as to accuracy or completeness, nor are they part of the Contract Documents.

3.3 Before submitting a Bid, Bidders may, at their own expense, make investigations as they may deem necessary to determine their Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.4 Bidder may visit the site at Victory Field, 40 Orchard Street, Watertown, Massachusetts to conduct such investigations as each Bidder deems necessary for the submission of a Bid. Bidder shall notify Purchasing Office, City of Watertown, 617-972-6414 prior to conducting a site visit.

3.5 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements or on the Drawings.

3.6 The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 4. INTERPRETATIONS

4.1 All questions about the meaning or intent of the Contract Documents shall be received in writing by emailing Tighe & Bond blmezquita@tighebond.com / cmlangton@tighebond.com at least five days before the date set herein for the opening of bids.

4.2 Written clarifications or interpretations will be issued by Addenda not later than two days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be emailed to all parties recorded as having received the Contract Documents.

4.3 Bidders are responsible for determining that they have received all Addenda issued.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A non-mandatory but strongly encouraged pre-bid meeting will be held at Victory Field, 40 Orchard Street, Watertown Massachusetts at 10:00 AM, Friday February 10, 2023.

ARTICLE 6. BID SECURITY

6.1 Each Bid must be accompanied by cash, bid bond, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to OWNER. The Bid Security shall be in the amount stated in the Invitation to Bid. Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid. All Bid Securities except those of the three lowest responsible and eligible Bidders will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after opening of the Bids. All Bid Securities will be returned on the execution of the Agreement or if no award is made, within 45 days, excluding Saturdays, Sundays, and legal holidays after the actual date of opening of the Bids, unless forfeited under the conditions herein stipulated.

6.2 In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, OWNER may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to OWNER as liquidated damages for such failure or neglect and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to OWNER shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to the Bidder. After execution of the Agreement and acceptance of the bonds by OWNER, the Bid Security accompanying the Bid Form of the Successful Bidder will be returned.

ARTICLE 7. PERFORMANCE, PAYMENT, AND OTHER BONDS

7.1 Performance, Payment and other Bonds shall be provided in accordance with Article 6 of the Conditions of the Contract.

7.2 All Bonds required as Contract Security shall be furnished with the executed Agreement.

ARTICLE 8. BID FORM

8.1 Each Bid shall be submitted on the Bid Form on the perforated pages appended to the Project Manual. The Bid Form shall be removed and submitted separately. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.

8.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

8.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.4 Bids by Limited Liability Companies shall be executed in the Limited Liability name by the Manager (or other Limited Liability Company officer/representative accompanied by evidence of authority to sign.) The Limited Liability Company address and state where the Limited Liability Company was formed shall be shown below the signature.

8.5 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

8.6 All names shall be typed or printed below the signature.

8.7 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.8 The address to which communications regarding the Bid are to be directed shall be shown.

8.9 One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the Bidder's name, address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.) The Bid Security shall be submitted in a separate envelope from the Bid and attached to the envelope containing the Bid.

8.10 Optional "OR EQUAL": Optional Proposal for an Equal. If the words "Or equal" or equivalent words are used in connection with the naming of one or more specifics in the contract or in the specifications, incorporated in and made a part of the contract, such words shall be disregarded in submitting any bid. That is to say, every bid shall be submitted on the basis of the specific or specifics named; and the selection of the successful bidder shall be governed by the bids submitted on such basis. No person shall submit a bid on the basis of the specific or specifics named unless he is able and willing to execute and perform a contract on the basis of the specific or specifics named.

ARTICLE 9. RECEIPT OF BIDS

9.1 Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid.

9.2 OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

9.3 Bidders are cautioned that it is the responsibility of each individual bidder to assure that their bid is in the possession of the responsible official or the designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.

ARTICLE 10. MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

10.3 Any Bid received after the time and date specified shall not be considered. No Bid may be withdrawn for a period of forty-five days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

ARTICLE 11. AWARD OF CONTRACT

11.1 The Contract will be awarded to the lowest responsible and eligible Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to the faithful performance of the Work.

11.2 OWNER reserves the right to reject any and all Bids, to waive any and all informalities if it is in Owner's best interest to do so, and the right to disregard all nonconforming, non-responsive or conditional Bids, including unqualified bidders as vetted through the *Bidder's Qualification Form* and investigations.

11.3 A Bid which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.

11.4 OWNER also reserves the right to reject the Bid of any Bidder that OWNER considers to be unqualified relative to Article 1 above.

11.7 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within forty five days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. All bids shall remain open for forty five days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids but OWNER may, at OWNER's sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 12.EXECUTION OF AGREEMENT

12.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents. Within five days, excluding Saturdays, Sundays and legal holidays, after the date of receipt of such notification CONTRACTOR shall execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. Within ten days thereafter OWNER will deliver one fully signed copy to CONTRACTOR.

ARTICLE 13.SAFETY AND HEALTH REGULATIONS

13.1 This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to any applicable Massachusetts regulations. Contractors shall be familiar with the requirements of these regulations.

13.2 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

13.3 The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

ARTICLE 14.ACCESS TO WORK

14.1 Representatives of the Commonwealth and any local agencies having a direct interest in the Work shall have access to the Work under this contract wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 15.SALES TAX

15.1 The material and supplies to be used in the Work will be subject to the requirements of Paragraph 7.09 of the Conditions of the Contract.

ARTICLE 16.UTILITY UNDERGROUND PLANT DAMAGE PREVENTION SYSTEM

16.1 All excavations within public or private ways are subject to the requirements of Massachusetts General Law, Chapter 82, Section 40 included in Part II of the Supplementary Conditions.

ARTICLE 17.WAGE RATES

17.1 Minimum Wage Rates as determined by the Commissioner of the Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed work under this Contract.

17.2 The State schedule of minimum wage rates is included in Part II of the Supplementary Conditions.

ARTICLE 18.COMPETITIVE BIDDING

18.1 The bidding and award of the Contract shall be in full compliance with Section 39 M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.

ARTICLE 19. PRICE ADJUSTMENTS

19.1 Due to the uncertainty of prices for certain materials (liquid asphalt, Portland cement, diesel fuel and gasoline, structural steel and reinforcing steel) price adjustments will be in accordance with Appendix H, which is included in Part 2 of the Supplementary Conditions. The base price for each material shall be the period price in effect at the time the project is advertised. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent. Period prices can be found at the Massachusetts Department of Transportation (MassDOT) website at

<http://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx>

Brian Wyncoop
Purchasing Agent
CITY OF WATERTOWN

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder") *

() a corporation, organized and existing under the laws of the state of
_____.

() a partnership

() a joint venture

() an individual
doing business as _____

To the City of _____ Watertown _____, Massachusetts (hereinafter called "City").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **Victory Field Turf Replacement Project Contract No. 2023-039**, having examined the specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" issued by the City, and to anticipate that the work under this contract will be completed by August 11, 2023, final punch list items / cleanup. Contact extension shall be at the discretion of the DPW Superintendent.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of, and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) BID SCHEDULE

The Bidder agrees to perform the bid work described in the specifications and shown herein for the following contract price: \$_____.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids. Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the City in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 CONSTRUCTION PERFORMANCE BOND, Section 00620 CONSTRUCTION PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS of the specifications.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done and give references that will enable the City to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is 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.

The undersigned certifies under 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development.

The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City/Town and State)

(Telephone Number)

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____
as Surety, are hereby held and firmly bound unto the Department of Public Works, City of
Watertown, Massachusetts as OWNER in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors, and assigns.

Signed, this _____ day of _____, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to the
Department of Public Works, Watertown, MA, a certain BID, attached hereto and hereby made a
part hereof to enter into a contract in writing, for

Victory Field Turf Replacement Project
Contract No. 2023-039,
Watertown, Massachusetts.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said contract, and for the payment
of all persons performing labor or furnishing materials in connection therewith, and shall
in all other respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its BOND shall be in no way impaired or affected by any extension of the time within which the
OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

SECTION 00420

NOTICE OF AWARD

To: _____

PROJECT Description: **Victory Field Turf Replacement Project**
Contract No. 2023-039
DEPARTMENT OF PUBLIC WORKS
WATERTOWN, MA

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your Bid has been accepted at the Bid Price of
\$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within five (5) days, excluding Saturdays, Sundays, and legal holidays from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within the five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2023.

Department of Public Works
Watertown, Massachusetts (OWNER)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

by. _____

this the _____ day of _____, 2023.

By _____

Title _____

END OF SECTION

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the party of the first part, the City of Watertown, hereinafter called "CITY" or "OWNER" acting herein through its City Manager, and the party of the second part, _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation) located in the *(City) (City) of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, the CONTRACTOR hereby agrees with the CITY to commence and complete the project described as follows: **Victory Field Turf Replacement Project No. 2023-039**, hereinafter called the Project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the City.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the CITY.

The CONTRACTOR further agrees to complete the project by August 11, 2023, and a contract extension shall be at the discretion of the DPW Superintendent. Failure to do so may result in a penalty of \$500 per day.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL CONDITIONS, and to make payments on account thereof as provided in the Estimates and Payments Paragraph of Article 9 of Section 00700 GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

CITY OF WATERTOWN, MASSACHUSETTS

(City)

By _____

(Name)

(Title)

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
City Attorney

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
Auditor

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

EEO/AA CERTIFICATE

The Bidder hereby certifies he/she shall comply with the minority manpower ratio and specific action steps contained in the Commonwealth of Massachusetts Equal Employment Opportunity/Affirmative Action Program (EEO/AA/WBE/MBE). The Contractor receiving the award of the Contract shall be required to obtain from each of its sub-contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said sub-contractor, regardless of tier, that it will comply with the minority manpower ration and specific affirmative steps contained in the EEO/AA Program.

DATE: _____

SIGNATURE: _____

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND
WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS

Pursuant to M.G.L., Ch. 62C, §49A and M.G.L. Ch. 151A, §19A, I, _____

_____ authorized signatory for _____

_____ whose principal place of business is at _____

do hereby certify under penalties of perjury that has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is:

Signed under the penalties of perjury the _____ day of 20 _____

Signature: _____

Name and Title: _____

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was VOTED that,

_____ (Name) _____ (Officer)

of this company be and hereby is authorized to execute contract and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____
(Officer)

of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

that _____ is the duly elected

_____ of said company, and that the above vote has

not been amended or rescinded and remains in full force and effect as of the date of this contract.

a true copy,

ATTEST _____
Clerk

Place of Business _____

_____ Corporate
Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____, 20 _____.

NOTARY PUBLIC

STATEMENT OF WAGE COMPLIANCE

DATE: _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

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

_____ (Contractor, sub-contractor
of public body) Building 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 Section Twenty-seven (27) and Twenty-seven A (27A) of Chapter One Hundred
and Forty-Nine (149) of the General Laws.

Signature: _____

Title: _____
(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General
Laws.)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned 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.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

City of Watertown
Victory Field Turf Replacement Project

Department of Public Works
Contract No. 2023-039

FORM W9

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.

SECTION 00610

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City / Town) (State)

_____ hereinafter called the "Surety" and licensed by the State Division
of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and
firmly bound to the City of Watertown, Massachusetts, hereinafter called "City", in the sum of

_____ Dollars

(\$ _____) in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the City, dated the _____ day of _____, 2023.
(the "Construction Contract"), for the construction described as follows:

Victory Field Turf Replacement Project – Contract No. 2023-039

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the City,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the City from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City
all outlay and expense which the City may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the City has declared the Principal in default of the Construction Contract or any provision thereof
or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the
work consistent with, and in conformance to, the Construction Contract (collectively referred to
as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the
City. The City need not terminate the Construction Contract to declare a Contractor Default or to
invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the City, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the City, in a manner and at such time as the City shall decide, for all costs and expenses incurred by the City in performing and completing the work of the Construction Contract. Surety will keep City reasonably informed of the progress, status and results of any investigation of any claim of the City.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the City shall be entitled to enforce any remedy available to the City.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST:

_____	By	_____
(Principal Secretary)		Principal

		(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

_____	By	_____
		Surety

		(Attorney-in-Fact)

		(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

(Address-Zip Code)

NOTE: *Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.*

SECTION 00680

NOTICE TO PROCEED

To: _____

Date: _____

Project: Victory Field Turf Replacement Project
Contract No. 2023-039
WATERTOWN, MA

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2023 on or before _____, 2023 and you have fully completed the Work within the 2023 construction season. Any contract extension shall be at the discretion of the DPW Superintendent.

Department of Public Works
Watertown, Massachusetts

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO

PROCEED is hereby acknowledged

By: _____

this the _____ day

of _____, 2023

By: _____

Title: _____

SECTION 00700

GENERAL CONDITIONS

- ARTICLE 1 - GENERAL PROVISIONS
- ARTICLE 2 - ADMINISTRATION OF THE CONTRACT
- ARTICLE 3 - CITY
- ARTICLE 4 - CONTRACTOR
- ARTICLE 5 - SUBCONTRACTORS
- ARTICLE 6 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS
- ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS
- ARTICLE 8 - TIME
- ARTICLE 9 - PAYMENTS AND COMPLETION
- ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY
- ARTICLE 11 - INSURANCE AND BONDS
- ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK
- ARTICLE 13 - MISCELLANEOUS PROVISIONS
- ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT
- ARTICLE 15 - MEDIATION
- ARTICLE 16 - ARBITRATION

ARTICLE 1 - GENERAL PROVISIONS

§ 1.1 DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the City-Contractor Agreement, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to, and all Modifications issued after execution of the Contract, and all applicable laws, ordinances, and regulations. A Modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order signed by both parties, (3) a Construction Change Directive issued by the City or (4) a written order for a minor change in the Work issued pursuant to Paragraph 7.4. The Contract Documents also include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, and any other documents specifically enumerated in the City-Contractor Agreement.

In the event of a conflict among the Contract Documents, the conflict shall be resolved by applying the principles outlined in paragraphs 1.2.2-1.2.11, and if that does not resolve the conflict, by applying the following methods in the following order until the conflict is resolved: (1) interpreting the Contract Documents such that the City receives the best quality and greatest quantity of goods and services; and (2) interpreting the Contract Documents by giving precedence to the various Contract Documents according to the following order of precedence: first – Modifications; second – Agreement; third – Addenda; fourth – Supplemental General Conditions; fifth – General Conditions; sixth - specifications; seventh – Drawings. In the event of a conflict or inconsistency between the Contract Documents and any applicable state or federal law, the applicable statutory provisions shall prevail.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. 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. All Work mentioned or indicated in and reasonably inferable from 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.

§ 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

§ 1.1.4 THE PROJECT

The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

§ 1.1.5 OR EQUAL

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the City, are equal in quality, durability, appearance, strength, design and performance to the articles or materials named or described and will perform adequately in providing a first-class facility.

When submitting shop drawing information on articles or materials which are being proposed as substitutes for specified items, the Contractor shall clearly identify them as such. If the articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified shall be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings shall be subject to the approval of the City and the installation of the article shall not proceed without first obtaining said approval.

§ 1.2 EXECUTION, CORRELATION, AND INTENT

§ 1.2.1 The Contract Documents shall be signed in not less than quadruplicate by the City and Contractor.

§ 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

§ 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.6 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.

§ 1.2.7 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of first-class quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§1.2.9 The City and Contractor recognize that other rights, duties, and obligations with respect to public construction contracts are also provided by statute, notwithstanding the fact that they are not specifically enumerated herein. Accordingly, any provisions required by statute to be included in this contract shall be deemed to be so included as though fully set forth herein. However, compliance with a statute does not diminish the Contractor's responsibilities hereunder.

§ 1.2.10 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.

§ 1.2.10.1 Where the terms "necessary," "as directed," "when directed," "satisfactory," "good and sufficient," "approved," or other general qualifying terms are used on the Drawings, they are deemed to be followed by the words "in the opinion of the Architect/Engineer" or "by the Architect/Engineer" as the case may be.

§ 1.2.10.2 The terms "approval," "approved," "approved equal," "or equal," or "other approved" mean as approved by the Architect/Engineer.

§ 1.2.10.3 Where reference is made to ASTM Specifications, it shall mean the standard specific specifications of the American Society for Testing and Materials of the most recent designation.

§ 1.2.10.4 Where reference is made to Specifications, Standards or requirements of A.S.M.E. or A.S.H. & V.E., they shall mean respectively those American Society for Mechanical Engineers and the American Society for Heating and Ventilating Engineers and shall be from the latest editions.

§ 1.2.10.5 Any material specified by reference to the number, symbol, or title of a specific standard, such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date indicated on the specifications, except as limited, or modified in such reference. Where compliance with two or more industry standards or set of requirements is specified and overlapping of those different standards or requirements established different or conflicting minimums or level of quality, the most stringent requirements is intended.

§ 1.2.10.6 The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. These standards are not furnished to the Contractor for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contractor shall make himself aware of the contents of such documents and furnish the field office with one full set of each.

§ 1.2.11 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.

§1.3 OWNERSHIP AND USE OF DOCUMENTS

§ 1.3.1 All Drawings, Specifications and copies thereof furnished by the City are and shall remain the City's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the City. With the exception of one contract set for each party to the Contract, such documents are to be returned to the City at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

§ 2.1 CITY'S REPRESENTATIVE

§ 2.1.1 The Architect/Engineer has been the designated representative of the City to help administer the Contract and visit the site at intervals appropriate to the stage of construction to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The City may also retain a separate Project Manager and/or Resident Project Representative (RPR), who shall work alongside the Architect/Engineer in the administration of the Contract and shall also be considered the City's Representatives.

§ 2.1.1.1 The Architect/Engineer shall be the initial interpreter of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect/Engineer shall render written or graphic interpretations necessary for the proper execution and progress of the Work with reasonable promptness on request of the Contractor, in accordance with § 2.1.4. The City shall be the final interpreter of all matters.

§ 2.1.2 The Architect/Engineer, Resident Project Representative, and Project Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access, so the City may perform its functions under the Contract Documents.

§ 2.1.3 Based on his observations and an evaluation of the Contractor's Applications for Payment, the Architect/Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Article 9.

§ 2.1.4 The Architect/Engineer will render information necessary for the proper execution or progress of the Work within twenty (20) days of any request by the contractor or in accordance with any time limit agreed upon.

§ 2.1.5 The Architect/Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Section 13.5.2 whether or not such Work be then fabricated, installed or completed. Any such rejection of work shall not relieve the Contractor of the responsibility for maintaining protection of the Work and the City's property.

§ 2.1.6 The Architect/Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design of the Work and with the information given in the Contract Documents. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.7 The Architect/Engineer will prepare Change Orders in accordance with Section 7.1 herein and will have authority to order minor changes in the Work as provided in Section 7.3.

§ 2.1.8 The Architect/Engineer will conduct inspections to determine the date of Substantial Completion and Final Completion, will review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Section 9.9.

ARTICLE 3 - CITY

§ 3.1 DEFINITION

§ 3.1.1 The City or Owner is the person or entity identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 3.2 INFORMATION AND SERVICES REQUIRED OF THE CITY

§ 3.2.1 The City may, upon written request of the Contractor, furnish available surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, if any, and a legal description of the site. The City makes no warranties as to the accuracy or completeness of information furnished by the City. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 3.2.1.1 Through the Architect/Engineer and through the Contract Documents, the City shall furnish surveys and establish information for locating the principal component parts of the Work. From the information provided, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall employ, at its expense, a competent surveyor, registered in the Commonwealth of Massachusetts to perform such duties. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

§ 3.2.2 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, zero (0) copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work, all additional copies will be furnished upon request at the cost of reproduction.

§ 3.3 CITY'S RIGHT TO STOP THE WORK

§ 3.3.1 In addition to all other rights and remedies available to the City: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2, or fails to carry out Work in accordance with the Contract Documents, the City may, in its sole discretion and in addition to any other remedy it may have in accordance with Section 7.4, 8.4 and 9.5, issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the City. The Contractor shall not be entitled to receive any additional compensation or any extension of time to complete the Project as a result of any such stop-work order and shall be responsible for any and all damages for delay sustained by the City for the period during which the work has been stopped.

§ 3.4 CITY'S RIGHT TO CARRY OUT THE WORK

§ 3.4.1 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 immediately correct such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have (including Termination in accordance with Article 14, correct such deficiencies. In such case, the City shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including City's expenses and compensation for the Architect/Engineer's and project manager's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the difference to the City. In the event that the Contractor's failure to prosecute the Work causes (in the opinion of the City), a risk of harm to the public, the City shall have the right to carry out the Work, without notice, at the Contractor's cost and/or deduct such sums from monies due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the difference to the City.

ARTICLE 4 – CONTRACTOR

§ 4.1 GENERAL

§ 4.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 4.1.1.1 The Contractor represents and warrants that its financial condition is sound and that the Contractor is capable of performing the Work required pursuant to the Contract Documents. Upon request by the City, the Contractor shall make available to the City such audited and unaudited financial statements of the Contractor as the City may reasonably request. The Contractor shall promptly advise the City of any occurrence, event, fact, or other matter that has had, will have, or might reasonably be predicted to have a material adverse effect upon the financial condition of the Contractor.

§ 4.1.2 The Contractor shall perform the Work in strict accordance with the Contract Documents.

§ 4.1.3 The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the City in the administration of the Contract, or by tests, inspections or approvals required or performed by any person, including, but not limited to, any inspections, tests or approvals of the City, the Architect/Engineer or Project Manager.

**§ 4.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS
BY CONTRACTOR**

§ 4.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become thoroughly familiar with all the existing conditions at the site, has taken all such conditions into consideration as they may affect the Work under its Contract and correlated personal observations with requirements of the Contract Documents. No allowance will be made in the Contract or the Work under the Contract for failure of the Contractor to visit the site. The Contractor represents and warrants that, before having submitted its bid for the project, it carefully studied and compared the Contract Documents, and at that time found no error, inconsistency or omission therein. The Contractor shall, at frequent intervals during the progress of the Work, carefully study and compare the Contract Documents with each other and with the information furnished by the City and shall at once report to the Architect/Engineer and the City any inconsistency or omission the Contractor may discover. Similarly, Contractor agrees that if, in performing the work, it discovers any error, inconsistency or omission in such documents, it shall at once report to the Architect/Engineer and the City such error, inconsistency or omission. If the Contractor performs any construction activity it knows or reasonably should know involves an error, inconsistency or omission in the Contract Documents and the information furnished by the City without having given such notice to the Architect/Engineer and the City, the Contractor shall be fully responsible for such performance and shall bear all costs arising therefrom and for any necessary corrections.

§ 4.2.2 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind. If any item is specified in a specification section intended for a particular Subcontractor which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the City.

§ 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give immediate written notice to the City and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer.

§ 4.3.1.1 Should any omissions, error or conflict be found in the Contract Documents, during the bidding period and prior to the times set forth in the Instructions to Bidders for receipt of such inquiries, the bidders shall request in writing that such conditions be explained by the Architect/Engineer in the method described therein.

§ 4.3.1.2 Should the work proceed, after the discovery of errors, conflict, or omissions by the Architect/Engineer and clarification has not been received from the Architect/Engineer, the Contractor will be held fully responsible for replacement or correction of the affected area, as directed by the Architect/Engineer, at the Contractor's expense.

§ 4.3.2 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors, and for any persons who are on the project site for or at the request of Contractor. This obligation of the Contractor shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work.

§ 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the City in its administration of the Contract, or by inspection, tests or approvals required or performed by any person, including, but not limited to, any inspections, tests or approvals of the City, the Architect/Engineer or Project Manager.

§ 4.3.4 The Contractor shall retain a registered professional engineer or registered land surveyor, acceptable to the Architect/Engineer, to establish the exterior lines and required elevations for all buildings and structures to be erected, and to establish lines and grades for associated roads, utilities and grading. The engineer or surveyor shall certify the actual location of constructed elements of the Work.

§ 4.4 LABOR AND MATERIALS

§ 4.4.1 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 4.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 4.5 WARRANTY

§ 4.5.1 The Contractor warrants to the City that materials and equipment furnished under the Contract will be of first-class quality and new, that the Work will be free from defects, and that the Work will conform strictly to the requirements of the Contract Documents and, promptly after Contractor's receipt of written notification of any non-conformance, shall be promptly repaired or replaced by the Contractor with Work conforming to such requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.5.1.1. 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

§ 4.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The City and/or the Architect/Engineer 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 City, 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.

§ 4.5.3 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 City in writing of the nature of such deviations at the time the material is submitted for approval.

§ 4.5.4 In informing the City 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 without the substitution or deviation. If, in the opinion of the City, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the City may reject such substitution or deviation without further investigation.

§ 4.5.5 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, unless such substitution was made at the written request or direction of the City.

§ 4.5.6 The Contractor shall reimburse the City for costs incurred by the Architect/Engineer for design and construction administration services that are caused by the Contractor's inefficient or otherwise faulty administration or execution of its Work. These may include but are not limited to the cost of the Architect/Engineer to perform:

§ 4.5.6.1 Repeated review of the Contractor's resubmittals, substantially out of sequence from the submittal schedule provided by the Contractor and agreed to by the Architect/Engineer.

§ 4.5.6.2 An extensive number of responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other City-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 4.5.6.2 An extensive number of Change Orders and Construction Change Directives requiring evaluation of proposals and the preparation or revision of Instruments of Service and not otherwise caused by the design defects of the Architect/Engineer.

§ 4.5.6.3 Consultation regarding replacement of Work resulting from fire or other cause during construction.

§ 4.5.6.4 Evaluation of an extensive number of claims not otherwise caused by design defect.

§ 4.5.6.5 Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Services resulting therefrom.

§ 4.5.6.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Contractor.

§ 4.5.6.7 Contract administration services provided sixty (60) days or more after Substantial Completion.

§ 4.5.7 The warranty provided in this Section 4.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 4.5.8 The Contractor shall procure and deliver to the City, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the City that the warranty will be performed in accordance with its terms and conditions.

§ 4.5.9 In addition to all other rights and remedies available to the City: The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the City, promptly correct defective Work or Work not in accordance with the Contract Documents.

§ 4.5.10 The Contractor warrants that the materials and equipment's furnished under the contract will be new and of recent manufacture and that all work will be of good quality, free from faults and defect, and in conformance with the Contract Documents.

§ 4.5.10.1 Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. All materials are to be of the best and finest quality of their several kinds.

§ 4.5.10.2 The Contractor guarantees and warrants to the City that all labor furnished under this Agreement will be competent to perform the tasks undertaken that the product of such labor will yield only first-class results.

§ 4.6 TAXES

§ 4.6.1 The Contractor shall pay applicable sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number can be obtained from the City upon request by the successful bidder.

§ 4.7 PERMITS, FEES AND NOTICES

§ 4.7.1 Unless otherwise expressly provided in the Contract Documents, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 4.7.2 The Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 4.7.3 If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 4.7.4 If the Contractor performs Work it knows or should know contrary to laws, statutes, ordinances, building codes, and rules and regulations without having given advance written notice to the Architect/Engineer and City, the Contractor shall be responsible for such Work and shall bear the costs arising therefrom, including any damages incurred by the City.

§ 4.7.5 The Contractor shall keep itself fully informed of and comply with all existing and future federal, state and municipal laws and regulations and all orders and decrees of any governmental bodies or tribunals (hereinafter also referred to as “laws”) having jurisdiction in any manner which affect this Agreement or Work, including but not limited to such laws affecting those engaged or employed in the Work, the materials used in the Work or in any way affecting the conduct of the Work. If any clause in this Agreement does not conform to such law, then such clause shall be void and the law operative shall be inserted in lieu thereof. If any discrepancy or inconsistency is discovered in the specifications, drawings, or Contract Documents in violation of the law, the Contractor shall forthwith report the same in writing to the City. The Contractor shall cause its employees, agents and subcontractors to also observe and comply with all such laws. It shall protect and indemnify the City and its officials, board members, and employees against any claim or liability arising from or based on any violation, whether by the Contractor or its officials, employees or subcontractors, of any such law.

§ 4.8 SUPERINTENDENT

§ 4.8.1 The Contractor shall employ a competent, qualified full time Superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The Superintendent shall represent the Contractor and all communications given by or to the Superintendent shall be as binding as if given by or to the Contractor. Important communications from the Superintendent to the City and any communications of any legal significance shall be made in writing. The Contractor shall remove the Superintendent if requested by the City and shall replace him with a competent person acceptable to the City.

§ 4.8.2 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 progress and sequencing of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, and the City, every reasonable opportunity for the installation of Work and the storage of materials.

§ 4.8.3 The Contractor shall arrange for and attend job meetings with the City and such other persons as the City may from time to time wish to have present. The Contractor shall be represented by a principal and project manager, 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 Architect/Engineer or deemed necessary by Contractor. Such representatives shall be empowered, and shall be deemed empowered, to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required of the City under the Contract Documents may be served on such representatives, and such service shall be deemed in conformance with the requirements of the Contract Documents as to the giving of notice.

§ 4.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 4.9.1 The Contractor, within twenty (20) calendar days after being awarded the Contract, shall prepare and submit for the City's information and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be updated, subject to the City's approval, at appropriate intervals as required by the conditions of the Work and Project, but no less than monthly, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall include an estimated cash flow schedule, showing anticipated monthly expenditures throughout the duration of the Contract. The construction schedule shall be in such form and contain such information as the City requires. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

§ 4.9.1.1 The Owner's and Architect/Engineer's review and comments on the construction schedule shall not constitute a waiver of contract requirements and shall not relieve the Contractor of requirements established by the Contract Documents and/or by applicable laws and standards.

§ 4.9.2 The Contractor shall perform the Work in strict accordance with the Construction Schedule. The Contractor's compliance with the Construction Schedule shall be a material obligation of this Contract.

§ 4.10 DOCUMENTS AND SAMPLES AT THE SITE

§ 4.10.1 The Contractor shall maintain at the site for the City one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the City upon completion of the Work.

§ 4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work and are not Contract Documents.

§ 4.11.2 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 and are not Contract documents.

§ 4.11.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged and are not Contract Documents.

§ 4.11.4 The Contractor shall review, for compliance with the Contract Documents, and approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar 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.

§ 4.11.5 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar 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 Shop Drawings, Product Data, Samples, or similar 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 notwithstanding any review, acceptance, use or approval of such information by the City or its Architect/Engineer.

§ 4.11.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City in writing of such deviation at the time of submittal and (1) the City, with express and specific reference to the deviation, has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued by the City expressly and specifically acknowledging and authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.

§ 4.12 USE OF SITE

§ 4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. 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, ordinances, the Contract Documents, and permits and/or directions of the Architect/Engineer and shall not unreasonably encumber the premises with the Contractor's materials. The City shall not be liable to the Contractor, the Subcontractors, their employees, or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the City.

§ 4.13 CUTTING AND PATCHING

§ 4.13.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 4.13.2 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 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.

§ 4.14 CLEANING UP

§ 4.14.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 4.14.2 If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.

§ 4.15 ACCESS TO WORK

§ 4.15.1 The Contractor shall at all times provide the City access to the Work in preparation and progress wherever located.

§ 4.16 ROYALTIES, PATENTS AND COPYRIGHTS

§ 4.16.1 The Contractor shall pay all royalties and license fees. The Contractor shall, in addition to any other rights and remedies available to the City, defend suits or claims for infringement of copyrights and patent rights and shall hold the City harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the City, unless the Contractor knew or should have known that the required design, process or product might constitute an infringement of a copyright or a patent and failed to provide written notice to the City promptly upon acquiring such knowledge, in which event the Contractor shall be responsible for such defense and loss.

§ 4.17 INDEMNIFICATION

§ 4.17.1 To the fullest extent permitted by law and in addition to all other rights and remedies available to the City, the Contractor shall indemnify in whole or in part, defend, pay on behalf of and hold harmless the City, its officers, board members, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and loss of use, caused by the negligent acts or omissions of or resulting from performance of the Work by the Contractor, Subcontractor(s), 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 Section 4.17.

§ 4.17.2 In claims against any person or entity indemnified under this Section 4.17 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 Section 4.17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.17.3 The Contractor shall bear all losses resulting from the use or storage of explosives and highly inflammable materials and shall indemnify, defend, and save harmless the City and all of its officers, board members, agents, and employees from all suits, damages, claims, liabilities or judgments for bodily injuries or death to any person and for property damage or damage destruction arising out of the use or storage of explosives and highly inflammable materials.

§ 4.17.4 The Contractor further covenants to indemnify, defend and hold harmless the City, its officers, board members, agents, and employees from and against each and every demand, claim, judgment or liability for or on account of the use of any patented invention, article or appliance included in the materials and equipment agreed to be furnished, supplied or used under this contract.

ARTICLE 5 - SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the City the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the City or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and legally permissible and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the City has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City has no reasonable objection

§ 5.2.4 The Contractor shall not change a Subcontractor, person, or entity previously selected if the City makes reasonable objection to such substitute.

§ 5.2.5 Notwithstanding anything to the contrary herein, any objection, failure to object or approval by the City or its Architect/Engineer as to any person or entity proposed by the Contractor shall not relieve the Contractor from its obligations under the Contract Documents and shall not entitle the Contractor to any additional compensation or extension of the time to complete the Work.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the City. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

§ 6.1 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The City reserves the right to perform construction or operations related to the Project with the City's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these.

§ 6.1.2 When 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.

§ 6.1.3 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 fully cooperate with them. 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 schedule 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.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the City and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the City or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer in writing the apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the City's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects of which Contractor neither knew nor should have known.

§ 6.2.3 The City shall withhold from the Contractor, or be promptly reimbursed by the Contractor, the costs incurred by the City which are payable to a separate contractor because of delays, improperly timed activities, or defective construction of the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the City or separate contractors as provided in Section 10.2.5, or the City may withhold the value of performing such a remedy from amounts payable to the Contractor.

ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS

§ 7.1 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES

§ 7.1.1 A Change Order is a written amendment to the Contract Documents signed by the City and Contractor after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

§ 7.1.2 The City, without invalidating the Contract and notwithstanding anything to the contrary in the Contract, may, by issuing a Construction Change Directive signed by the City, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and order changes in the Contract Sum and the Contract Time. Pending negotiation of a Change Order for adjustments to the Contract Sum or Contract Time, if any, the Contractor shall without any delay whatsoever immediately prosecute any and all changes in the Work initiated through a Construction Change Directive. All such changes in the Work shall be performed by the Contractor under the applicable conditions of the Contract Documents and applicable General Laws.

§ 7.1.3 Upon request of the City or the Architect/Engineer, the Contractor shall without cost to the City submit to the Architect/Engineer, in such form as the Architect/Engineer 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 Architect/Engineer. The Contractor shall promptly revise and resubmit each estimate if the Architect/Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect/Engineer, 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

Architect/Engineer 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. 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.

§ 7.1.4 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
2. by unit prices stated in the Contract Documents or subsequently agreed upon.
3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, not to exceed five percent (5%); or
4. by the method provided in Section 7.1.5.

Notwithstanding anything to the contrary in the Contract, including but not limited to this Article 7, if the Contract contains unit prices for the Work to be changes, such unit prices shall apply to the proposed changes in the Work, unless the City, in its sole discretion, authorizes separate pricing for such proposed changes.

§ 7.1.5 If none of the methods set forth in Section 7.1.4 is agreed upon, the Contractor, provided he receives a written order signed by the City, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the City, in its sole discretion, on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit which shall not exceed five percent (5%). In such case, and also under Section 7.1.4 above, the Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise authorized by the City, in its sole discretion, cost shall be limited to the following: actual cost of materials, including sales tax and cost of delivery; labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums, and rental value of equipment and machinery. Pending final determination of cost to the City, payments on account shall be made on the City's Certificate for Payment. The amount of credit to be allowed by the Contractor to the City for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change, but in no event shall exceed five percent (5%). Notwithstanding anything to the contrary in the Contract, the City shall not be required to pay for any costs for changes in the Work for which the Contractor fails to provide adequate documentary support.

§ 7.1.6 Unit prices shall be as stated in the Bid Form and the Contract, and Contractor hereby agrees that said unit prices include all costs of the Work to which such unit price applies, including but not limited to the costs listed in Section 7.1.5. No additional charges shall be allowed for these items under any circumstances.

§ 7.1.7 If deductions are ordered, the credit shall be computed as net cost.

§ 7.1.8 The Contractor shall not sublet any work under a Change Order or a Construction Change Directive unless work of a similar type under the Agreement was previously subcontracted; and Subcontractors will not be allowed to further sublet any work under a Change order or Construction Change Directive unless the work of a similar type was previously sublet by them, without the written approval and acceptance of the City.

§ 7.1.8 WORK PERFORMED UNDER PROTEST: The Contractor must perform any work required by the City. If the Contractor considers the Work to be “extra” and the City disagrees, the Work must be performed under protest.

§ 7.1.9 A Change Order signed by the Contractor indicates the Contractor’s agreement therewith, including any adjustments in the Contract Sum and Contract Time.

§ 7.2 CONCEALED CONDITIONS (Subject to G.L. c. 30, § 39N)

§ 7.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the Grounds or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the Grounds or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions if and only if such adjustment is required under G.L. c. 30, § 39N.

§ 7.3 MINOR CHANGES IN THE WORK

§ 7.3.1 The City will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly, regardless of whether it objects to an absence of adjustment in the Contract Time or Contract Sum.

§ 7.4 CLAIMS FOR ADDITIONAL COSTS

§ 7.4.1 Definition. The word “Claim” shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word “Claim” shall not include claims by the City. The City may withhold from the Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

§ 7.4.2 Time Limits on Claims. Contractor must initiate Claims within seven (7) calendar days after occurrence of the event giving rise to such Claim or within seven (7) days after the Contractor first recognizes the condition giving notice to the Claim, whichever is later. Claims must be initiated by written notice to the Architect/Engineer and the City. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the date of the event giving rise to such Claim or the date the Contractor first recognized the condition giving rise to the claim; and (5) state the exact dollar amount of the increase in the Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Failure to provide written notice in strict accordance with this paragraph shall be deemed to be a waiver of Contractor's claim.

§ 7.4.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation by the City, (2) any order by the City to stop the Work where the Contractor was not at fault, (3) any written order for a minor change in the Work issued or (4) failure of payment by the City, the Contractor shall make such claim as provided in this Section 7.4.

§ 7.4.4 The Contractor shall furnish the Architect/Engineer with such additional documentation as the Architect/Engineer may deem necessary to evaluate the claim.

§ 7.4.5 CONTINUING CONTRACT PERFORMANCE. Regardless of the disposition or status of a Claim (except as otherwise agreed in writing or as otherwise provided in this Agreement), the Contractor shall proceed diligently with performance of the Contract in accordance with the Contract Documents. The Architect/Engineer will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Architect/Engineer.

§ 7.4.6 CLAIMS FOR ADDITIONAL COST. The Contractor hereby acknowledges that the City has the contractual right to delay the Work. Such right may not be exercised unreasonably. In addition, Contractor shall not be entitled to additional compensation as a result of delay, even if caused by the City or those for whom the City is responsible. The Contractor's sole remedy for any delay is an extension of time, notwithstanding the above. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

§ 7.4.7 CLAIMS FOR ADDITIONAL TIME

§ 7.4.7.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given.

§ 7.4.7.2 No increase in the Contract Time will be allowed for Work that is delayed as a result of the Contractor's failure to timely submit, revise or resubmit shop drawings, product data, and/or samples.

§ 7.4.8 INITIAL DECISION

§ 7.4.8.1 Claims shall be referred to the Architect/Engineer for initial decision. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect/Engineer with no decision having been rendered.

§ 7.4.8.2 The Architect will review Claims and, within ten (10) days of the receipt of a Claim, take one or more of the following actions: (1) require additional supporting data from the Contractor or a response with supporting data from the City, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise or (5) advise the parties that the Architect/Engineer is unable to resolve the Claim if the Architect/Engineer lacks sufficient information to evaluate the merits of the Claim or if the Architect/Engineer concludes that, in the Architect/Engineer's sole discretion, it would be inappropriate for the Architect/Engineer to resolve the Claim.

§ 7.4.8.3 If the Architect/Engineer requires the City to provide a response to a Claim or to furnish additional supporting data, the City shall respond, within ten (10) days after receipt of such request and shall either (1) provide a response on the requested supporting data, (2) advise the Architect/Engineer when the response or supporting data will be furnished or (3) advise the Architect/Engineer that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect/Engineer will either reject or approve the Claim in whole or in part.

§ 7.4.8.4 The Architect/Engineer will render an initial decision approving or rejecting the Claim or indicating that the Architect/Engineer is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, of any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties but subject to, Articles 15 and 16.

§ 7.5 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in Middlesex County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the Framingham District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the City. Notwithstanding any provision contained in the Contract Documents, the City reserves the right to demand arbitration against the Contractor in connection with the Claims and disputes between the City and the Contractor, which right may be exercised by the City unilaterally and in the City's discretion.

§ 7.6 CLAIMS FOR CONSEQUENTIAL DAMAGES. The Contractor waives claims against the City for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement. Nothing contained in this Section 7.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 8 – TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the City-Contractor Agreement, or such other date as may be established therein.

§ 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the City when construction is substantially complete, in accordance with the Contract Documents, other than only customary punch list items, the lack of or completion of which will not interfere with the City's use, so the City can lawfully occupy and utilize the Work or designated portion thereof for the use for which it is intended. The Date of Final Completion of the Work is the date on which the City issues its final Certificate for Payment in accordance with Section 9.9 hereof.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Section 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, and Final Completion thereafter in accordance with the provisions of the Contract Documents. If the Contractor fails to keep pace with the construction schedule prepared pursuant to Section 4.9, as measured by the certificates for payment issued by the Architect/Engineer or as otherwise determined by the City, the Contractor hereby agrees that it will, at the Contractor's sole cost, promptly accelerate the progress of the work by adding personnel or increasing the hours of work or by other means acceptable to the City.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor claims that he is delayed at any time in the progress of the Work by any act or neglect of the City or by any employee of the City, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, or any causes beyond the Contractor's or its Subcontractor's control, or by delay authorized by the City, then, provided such delay in no way results from the act or neglect of the Contractor or any of its Subcontractors, the Contract Time may, subject to the Contractor following the claims process stated herein, be extended by Change Order for such reasonable time as the City may determine.

§ 8.3.2 Any claim for extension of time shall be made in writing to the City not more than fourteen (14) days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

§ 8.3.3 If no agreement is made stating the dates upon which interpretations of the Contract Documents by the Architect/Engineer shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretation until fifteen days after written request is made for them, and not even after such fifteen-day period unless such claim is reasonable and demonstrable.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the City on account of any delay in the commencement or performance of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the City, 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.

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 Because both parties recognize (1) that the time for the completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial and/or residential conditions prevailing in this locality; (2) that time is of the essence to this Agreement; (3) that the City will suffer loss if the Work is not completed in accordance with the Contract Time specified, plus any extensions thereof allowed in accordance with the provisions of this Agreement, and (4) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the City if the Work is not completed in time it is agreed that the Contractor will pay the City, as liquidated damages, the sum of one thousand dollars (\$1,000.00) per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Such liquidated damages shall be paid not as a penalty but to partially cover losses and expenses to the City, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the Work (or any portion of the work) after the time specified for completion of the Work shall not operate a waiver on the part of the City of any of its rights under the Contract Documents or otherwise under law or equity. The City's right to impose liquidated damages shall in no way prohibit or restrict the City's right to bring legal action for damages in

lieu of its option to impose liquidated damages from money due the Contractor, and if such moneys are insufficient to cover the liquidated damage, then the Contractor shall pay the amount due.

ARTICLE 9 - PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. If objected to by the Architect/Engineer, the schedule shall be revised until acceptable to the Architect/Engineer. Subject to such objections, the schedule shall be used as a basis for reviewing the Contractor's Applications for Payment. Notwithstanding the foregoing, the giving or withholding of any objection by the Architect/Engineer shall not relieve Contractor from its obligations under the Contract, including but not limited to the obligation to promptly commence and diligently prosecute all Work to completion.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the City an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as provided elsewhere in the Contract Documents for the period ending the last day of each month within the Contract period. The Application shall contain a separate line item or section for each subtrade category, and a listing of the amount paid to each subcontractor as of the date of the Application.

§ 9.3.1.1 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the City, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such materials or equipment or otherwise protect the City's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall assume responsibility to protect all such materials from loss or damage at no cost to the City, until they are finally incorporated into the Work, whether or not they have been paid for by the City.

§ 9.3.3 The Contractor warrants that title to all Work, materials and equipment 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, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect/Engineer will, within ten days after receipt of the Contractor's properly completed and supported Application for Payment, either issue to the City a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due or notify the Contractor and City in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Contractor shall promptly and fully cooperate with the Architect/Engineer in reviewing and, where appropriate, revising all Applications for Payment.

§ 9.4.2 The issuance of a Certificate for Payment by the Architect/Engineer shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum, and therefore, payments to the Contractor shall remain subject to the claims of the City in accordance with the Contract and G.L. c. 30, § 39G/K.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 To the fullest extent permitted by the Contract and law, including but not limited to G.L. c. 30, § 39G/K, the City shall withhold its Payment in whole or in part, to the extent necessary reasonably to protect itself. If the City is unable to make payment in the amount of the Application, it will notify the Contractor as provided in Section 9.4.1. If the Contractor and the City cannot agree on a revised amount, the City will issue a Certificate for Payment for the amount for which it determines is properly due. The City may also decline to make payment because of subsequently discovered evidence or subsequent observations and may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary, in its sole discretion, to protect against or recover a loss arising out of, among other things:

1. defective work not remedied.
2. third party claims filed or reasonable evidence indicating probable filing of such claims.
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment.
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
5. damage to the City or another Contractor.
6. reasonable evidence that the Work will not be completed within the Contract Time, or
7. material failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above Grounds in Section 9.5.1 are removed, payment shall be made for amounts withheld because of them, unless some other reason for withholding exists pursuant to the Contract or law, including but not limited to G.L. c. 30, § 39G/K.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect/Engineer has issued a Certificate for Payment, the City shall make payment in the manner and within the time provided in General Laws Chapter 30, Section 39, and the Contract Documents. The City reserves the right to a 5% general retainage from each progress payment, which retainage shall be released to the Contractor upon substantial completion, less amounts properly allocated to punch list work and potential claims of the City and such other amounts which the City may withhold under the Contract and at law, including but not limited to G.L. c. 30, § 39G/K. Acceptance of progress payments by the Contractor shall constitute a waiver of claims known or knowable at the time by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of progress payment.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. Contractor agrees that should it fail to do so and, as a result, claim is made by a subcontractor on the payment bond furnished by the Contractor, and the Contractor is adjudicated as being responsible for such payment, Contractor shall, notwithstanding anything to the contrary in the Contract or at law, be solely responsible for payment of the subcontractor's attorney's fees if and to the extent such fees are required to be paid to the subcontractor under any contract or applicable law, and under no circumstances shall Contractor seek to charge such fees against the City.

§ 9.6.2.1 If at any time there shall be evidence of any lien or other claim for which, if established, the City may become liable, directly or indirectly, and which is chargeable to the Contractor, the City may retain out of the payment then due or thereafter to become due, an amount sufficient to completely indemnify it against any such claim. If there proves to be any such claims after all the payments are made, the Contractor shall refund to the City all moneys that the City pays in discharging such claim in consequence of the Contractor's default.

§ 9.6.2.2 The Contractor warrants that title to all Work (including materials and equipment) covered by an Application for Payment will pass to the City either by incorporation in the Work or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.

§ 9.6.3 The City shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

§ 9.6.4 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

§ 9.6.5 Notwithstanding the provisions of Section 9.6 but subject to paragraph 9.6.2, all progress payments shall be made in accordance with Chapter 30, Sections 39F, 39G and 39K (as appropriate) of the General Laws of the Commonwealth of Massachusetts, as amended.

§ 9.7 SUBSTANTIAL COMPLETION

§ 9.7.1 The term “Substantial Completion” as used in this Agreement shall mean the point at which, as certified in writing by the Architect/Engineer, the Project is at a level of completion in strict compliance with this Contract such that the City or its designee can enjoy beneficial use and can use or operate it in all respects for its intended purpose and only minor items which can be corrected or completed without any material interference with the City’s use of the Work remain to be corrected or completed. Partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of substantial completion. When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the City, is substantially complete as defined in Section 8.1.3, the Contractor shall prepare for submission to the City a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

When the City, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, and may, in the City’s discretion, state the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion or Contract.

§ 9.7.1.1 The Contractor shall submit, prior to requesting substantial completion, written certification that:

- a. Equipment and systems have been tested in the presence of the City’s Representative and are operational.
- b. City’s designated staff has been instructed on all equipment and systems and a City signed receipt has been furnished to the Architect/Engineer.
- c. Operational and Maintenance Manuals and record drawings have been submitted to and reviewed by the Architect and have been delivered to the City with required corrections. Submit copies of receipts signed by City’s representative.
- d. City has received the specified guarantees and spare parts and the City has signed a receipt for same.
- e. Project has been completed and is ready for final inspection and an appropriate Certificate of Occupancy, if applicable, has been issued.

§ 9.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and Certification by the Architect/Engineer, the City shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents, subject to withholdings permitted by the Contract and law, including but not limited to G.L. c. 30, § 39G/K.

§ 9.7.3 The Contractor shall complete and correct any incomplete or defective work within thirty (30) calendar days from the date of Substantial Completion, unless otherwise agreed in writing by the City.

§ 9.8 PARTIAL OCCUPANCY OR USE

§ 9.8.1 The Contractor agrees to the use and occupancy of the Project or any portion thereof by the City, in the City's sole discretion, before Substantial Completion of the Work. The City and Contractor will reasonably cooperate with each other with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Work and the proper functioning of the facility. The Contractor shall not be responsible for wear and tear resulting solely from any such temporary occupancy. Notwithstanding the foregoing, use and occupancy of any part of the Work prior to Substantial Completion shall not relieve the Contractor from its obligations under the Contract and at law, including but not limited to maintaining the required payment and performance bonds and insurance required by this Contract and law.

§ 9.9 FINAL COMPLETION AND FINAL PAYMENT

§ 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will make such inspection and, when it finds the Work acceptable under the Contract Documents and that the Contract has been fully performed, it will issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable, subject, however, to any withholding for any claims of the City, pursuant to the terms of the Contract and law, including but not limited to G.L. c. 30, § 39G/K.

§ 9.9.2 Notwithstanding the foregoing, neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or his property might in any way be responsible, have been fully paid or otherwise satisfied, (2) consent of surety, if any, to final payment (3), if required by the City, in its discretion, other data establishing payment or satisfaction of all such obligations, receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City, (4) written certification that the Work has been completed in accordance with the Contract Documents, and (5) written certification that the Project has been inspected for compliance with the Contract Documents. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.9.2.1 Should the Architect/Engineer be required to reinspect the work because of the failure of the Contractor to comply with the certifications listed in § 9.9.2, the Architect/Engineer will bill the City for all related cost incurred, and such cost will be deducted from the Contractor's final payment.

§ 9.9.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.9.4 Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, §39K (building projects) or §39G (public works projects), as amended.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

1. all employees on the Work and other persons who may be affected thereby.
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, landscape work, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Contractor shall fully comply with the Dig Safe Laws.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying City's and users of adjacent sites and utilities.

§ 10.2.4 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 supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall immediately, at its own expense, remedy all damage or loss to any property (public or private) referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3., and restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction, except damage or loss solely and directly attributable to the acts or omissions of the City or Architect/Engineer and not attributable in any part to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Contract, including Section 4.13. Where the damage or loss presents an immediate danger to the public, the City, in its sole discretion and at the Contractor's expense, may promptly remedy such damage or loss without prior notice to the Contractor. The cost to the City of remedying loss or damage under this § 10.2.5 may be deducted from sums otherwise due to the Contractor.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Director unless otherwise designated by the Contractor in writing to the City and Architect/Engineer.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§10.2.8 The Contractor shall at all times protect excavations, trenches, buildings and materials from rainwater, Groundwater, 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.

§ 10.2.9 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.10 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the City, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises.

§ 10.2.11 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, which are incorporated herein by reference, and all standards and regulations promulgated by the governmental and regulatory bodies responsible for administration thereof. The Contractor shall be responsible for compliance with such Acts, standards and regulations by its officers, agents, employees, Subcontractors, Sub-subcontractors, suppliers and material. The Contractor shall indemnify and hold harmless the Owner and the Architect from any and all fines, costs and expenses, including but not limited to reasonable attorney's fees, incurred by City and Architect/Engineer due to violation of such Acts, standards and/or regulations.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the City and Architect/Engineer in writing, and take all measures to mitigate any and all damages resulting from such materials and from the stopping of the Work. The Contractor and the City shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect/Engineer in the implementation of such removal or containment.

§ 10.4 EMERGENCIES

§ 10.4.1 In any emergency affecting the safety of persons or property, the Contractor shall act promptly and with reasonable care to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work must be submitted as a notice of claim and, if so submitted, shall be determined as provided in Article 7 for Changes in the Work.

ARTICLE 11 - INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. claims for damages insured by usual personal injury liability coverage.
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. claims for damages because of bodily injury, death of a person or property damage arising out of City, maintenance or use of a motor vehicle.
7. claims for bodily injury or property damage arising out of completed operations.

§ 11.1.2 The insurance required by Section 11.1.1 shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), City's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis unless the City approves in writing coverage on a claims-made basis. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. **The City and WorldTech Engineering, LLC shall be added as an Additional Insured on all policies.**

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the City and authorized to do business in Massachusetts. Contractor shall furnish to City written confirmation as to the insurance carrier's most current financial ratings when it submits certificates of insurance.

§ 11.1.3 Certificates of insurance and copies of policies acceptable to the City shall be filed with the City prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. These certificates shall set forth evidence of all coverage required by Section 11.1.1 and 11.1.2. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending limits of coverage.

§ 11.2 CITY'S LIABILITY INSURANCE

§ 11.2.1 The Contractor shall procure and pay for a policy of protective liability insurance insuring the City and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the City and which have, and shall maintain throughout the pendency of this contract, a minimum financial rating of not less than A+ according to A.M. Best or AAA according to Moody's. Contractor shall furnish to City written confirmation as to the insurance carrier's most current financial ratings when it submits the Certificate of Insurance. Such insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism, and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the City shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverages afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the City. The City shall be named insured within the policy.

§ 11.3.2 The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.3 The City shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

§ 11.3.4 Upon the occurrence of an insured loss, the City and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

§ 11.4 MINIMUM AMOUNT OF INSURANCE

§ 11.4.1 In no case shall the limits of liability for the insurance required by this section be less than specified in the Supplemental General Conditions.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law, and in a form acceptable to the City, and shall remain in effect through the one-year warranty period.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If any portion of the work should be covered contrary to the request of the City or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City, be uncovered for his observation and shall be replaced at the Contractor's expense.

§ 12.1.2 If any other portion of the Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the reasonable and necessary cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs. The Contractor shall bear the cost of any loss, or damages to the City resulting from such failure or defect.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City's additional services made necessary thereby and any cost, loss or damages to the City resulting from such failure or defect.

§ 12.2.1.1 Nothing in this Contract shall be construed as vesting in the Contractor any right or property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the City.

§ 12.2.2 The Contractor hereby certifies that if within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or requiring excessive service or maintenance or not in accordance with the Contract Documents, the Contractor shall correct it within seven (7) days after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such approval, which written acceptance shall specifically refer to such defect. This obligation shall survive termination of the Contract. The provisions of this paragraph are in addition to, and not in limitation of, the City's other rights and remedies hereunder and in law and equity.

§ 12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Sections 4.5.1, 12.2.1 and 12.2.2, unless removal is waived by the City in writing.

§ 12.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Sections 4.5.1, 12.2.1 and 12.2.2 the City may correct it in accordance with Section 3.4, and Contractor shall promptly pay all costs therefor, including the costs of the Architect/Engineer, costs to solicit bids for the work, and any attorneys' fees.

§ 12.2.5 If the Contractor does not correct defective or non-conforming Work within a reasonable time fixed by written notice from the City, the City may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the City may sell such Work without further notice to Contractor at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the City's additional services, and any and all attorneys' fees, made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Construction Change Directive shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall promptly pay the difference to the City.

§ 12.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

§ 12.2.7 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligation other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the City prefers to accept defective or nonconforming Work, it may do so instead of requiring its removal and correction, in which case a Construction Change Directive or Change Order will be issued to reflect a reduction in the Contract Sum, as determined by the City. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law, and the courts, of the Commonwealth of Massachusetts notwithstanding any laws regarding conflicts of laws. All applicable provisions of Federal, state, or local laws, by-laws, rules, or regulations are incorporated into the Contract as if fully set forth herein. Contractor agrees that, notwithstanding anything to the contrary herein, service of process may be affected upon it by certified mail at the address provided in Section 13.3 below.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The City and the Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City, which consent may be withheld in the sole discretion of the City.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 No action or failure to act by the City or Architect/Engineer 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.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City timely notice of its readiness so the City may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities which are normal and customary for the type of work required by the Contract. All testing methods, organizations, and personnel shall be approved by the City before the start of testing Work, without regard to what party will ultimately pay for such Work, provided, however, that the City's approval or lack of approval shall under no circumstances relieve the Contractor of its obligations under the Contract, including but not limited to this Section 13.5.

§ 13.5.2 If the City determines that any Work requires special inspection, testing, or approval which Section 13.5.1 does not include, it will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Section 13.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents or any permit or governmental approval, the Contractor shall bear all costs of the inspection or testing as well as the cost to correct the non-conforming Work, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear the reasonable and necessary costs of the special inspection or testing, and an appropriate Change Order shall be issued.

§ 13.5.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the City.

§ 13.5.4 The Contractor shall obtain and deliver promptly to the Architect/Engineer any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the City. Receipt of such permits or certificates by the Architect/Engineer shall be a condition precedent to Substantial Completion of the Work.

§ 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.6 The Contractor shall keep the Architect/Engineer informed of the progress of its work. No work shall be closed or covered until it has been duly inspected and approved. Should uninspected work be covered, the Contractor shall, at its own expense, uncover all such work so that it can be properly inspected and after such inspection, it shall properly repair and replace all work interfered with.

§ 13.5.7 Any required laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories, or agencies approved by the Architect/Engineer, and the reports of such tests shall be submitted to the Architect/Engineer.

§ 13.6 LIMITATION OF LIABILITY

§ 13.6.1 The City shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the City shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the City ever succeeds to the Contractor's rights and obligations under a Subcontract.

§ 13.7 DEFENSE OF SUITS

§ 13.7.1 The Contractor shall be responsible for, and shall defend and pay all costs, attorneys' fees and liabilities, both direct and indirect, as a result of litigation arising out of this Contract, including but not limited to the City's attorneys' fees.

§ 13.7.2 Neither final acceptance nor occupation of the premises by the City shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.7.3 The Contractor shall indemnify and hold harmless the City and the Architect/Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work. This obligation is in addition to and not a limitation of any of the other rights and remedies of the City under the Contract and at law.

§ 13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD. Any cause of action arising out of or relating to the Project shall be commenced within the time prescribed by the laws of the Commonwealth of Massachusetts.

§ 13.9 SEVERABILITY. If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement, and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of applicable law, and the remainder of this Agreement will remain in full force.

§ 13.10 HEADINGS. The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this contract or in any way affect its provisions.

§ 13.11 INDEPENDENT CONTRACTOR. The Contractor is not an employee or agent of the City but is an independent contractor.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CITY

§ 14.1.1 The City may, without prejudice to any other right or remedy, terminate the Contract for cause if any of the following defaults shall occur:

1. The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors.
2. The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Architect/Engineer has determined that the rate of progress required for the timely completion of the Work is not being met.
3. The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor.
4. All or a part of the Work has been abandoned.
5. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the City, except as expressly permitted in this Contract.
6. The Contractor has failed to comply with any applicable Laws, regulations, permits, ordinances, rules or orders or approvals of any public authority having jurisdiction.
7. The Contractor disregards an instruction, order, or decision of the Architect/Engineer.
8. The Contractor fails to maintain, or provide to the City evidence of the insurance or bonds required by this Contract, or
9. The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.

§ 14.1.2 The City shall give the Contractor ten days' written notice of such termination for cause, but any notice required to be given to any bond surety shall be the sole responsibility of Contractor, notwithstanding anything to the contrary in any bonds. In the event of such termination, and without limiting any other available rights and remedies, the City may, at its option, do any one or combination of the following, among other things:

1. hold the Contractor and its sureties liable in damages for a breach of Contract.
2. notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the City may designate.
3. complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor.
4. require the surety or sureties to complete the Work and perform all the Contractor's obligations under this Contract.

§ 14.1.3 If the City elects to complete all or any portion of the Work as specified in Section 14.1.2.3 above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the City may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the City as directed by the City, notwithstanding any pending litigation or other proceeding initiated in connection with the termination. In such case the City shall not make any further payments to the Contractor until the Work is finished to the City's satisfaction. The City shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the site of the Work after the City has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, and the proceeds credited to the Contractor's account, or the City's account if the Contractor has not compensated the City for all damages caused by the Contractor; or they may, at the option of the City, be stored at the Contractor's expense subject to a lien for the storage charges.

§ 14.1.4 Damages and expenses incurred under Section 14.1.2 above shall include, but not be limited to, costs for the design or extra engineering services and Project Manager services required, in the opinion of the City, to successfully inspect and administer the construction contract through final completion of the Work, and all attorneys' fees incurred by the City in connection with such damages.

§ 14.1.5 Expenses charged under Section 14.1.2 above may be deducted and paid by the City out of any moneys then due or to become due the Contractor under this Contract, or any other contract between the City and Contractor.

§ 14.1.6 All sums, damages, and expenses incurred by the City to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall promptly pay the amount of the excess to the City.

§ 14.1.7 The City shall incur no liability by reason of such termination.

§ 14.1.8 The Contractor shall not be relieved of liability to the City by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

§ 14.2 TERMINATION BY THE CITY FOR CONVENIENCE

§ 14.2.1 The City may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.

§ 14.2.1 In the event that the Contract is terminated pursuant to Section 14.2.1, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the City to establish the City's title to such material or equipment or otherwise protect the City's interest. The payment provided in this section shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

§ 14.2.2 Upon termination of this Contract for convenience as provided in Section 14.2.1 of this Article, the Contractor shall: (1) stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to the City in a safe condition; (5) transfer to the City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, specifications and other information and documents used in connection with this Contract.

§ 14.2.3 The City shall incur no liability by reason of such termination.

ARTICLE 15 – MEDIATION

§ 15.1 A claim, dispute or other matter may be submitted to mediation at the sole discretion of the City, as provided in Section 7.5.

§ 15.2 At the sole discretion of the City, the City and Contractor may endeavor to resolve their Claims and other matters in question between them by mediation and negotiation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the Contractor, and filed with the person or entity administering the mediation.

§ 15.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 – ARBITRATION

§ 16.1 If negotiation or mediation fails to bring about resolution of any Claim, then at the City's sole discretion, the Claim shall be subject to arbitration, as provided in Section 7.5.

§ 16.2 The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

§ SUPPLEMENTAL CONDITIONS INTRODUCTION

The following Supplementary General Conditions shall modify, change, delete from or add to Section 00700 GENERAL CONDITIONS. Where any Subsection of the General Conditions is modified, or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

The General Conditions, Supplementary General Conditions and Special Conditions are complementary and shall be read together. Insofar as these Sections cannot be reconciled, the Special Conditions take precedence over all other conditions, and the Supplementary General Conditions take precedence over the General Conditions.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 1

Add the following Sub-Sections to §1.1 DEFINITIONS:

§ SC 1.1.6 CITY - The public body or authority with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The City of Watertown has authorized the DPW Superintendent and its authorized representative(s) to act as the Owner for this Contract.

§ SC 1.1.7 AWARDING AUTHORITY - same definition as City.

§ SC 1.1.8 BIDDER - Any person, firm or corporation submitting a BID for the work.

§ SC 1.1.9 FINAL COMPLETION - The work has been fully completed and ready for its intended use as required by Contract Documents and to the satisfaction of ENGINEER and City, and CONTRACTOR's other obligations under the Contract Documents have been fulfilled. If a tentative list of items to be completed or corrected was issued with a certificate by Substantial Completion or issued subsequent thereto, such items shall be completed or corrected before work is considered fully completed."

§ SC 1.1.10 STANDARD SPECIFICATION - Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, latest edition and all addendums, supplemental specifications, interim specifications, and errata.

§ SC 1.1.11 STANDARD DETAILS - Massachusetts Department of Transportation Standard Construction Details, Standard Drawings for Traffic Signals and Highway Lighting latest edition and all addendums, supplemental specifications and errata.

§ SC 1.1.12 MUTCD - Manual on Uniform Traffic Control Devices 2009 with revisions 1 and 2.

§ SC 1.1.13 ENGINEER – The person, firm, or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives. For this Contract: Tighe & Bond.

§ SC 1.1.14 DESIGNER – Tighe & Bond.

§ SC 1.1.15 WORK WEEK - The CONTRACTOR shall work during a normal eight (8) hour day, five (5) day week (Monday through Friday) excluding holidays as defined in the wage rate decision. Work at other times, including nights and weekends, shall be at the option of, and only with written approval of, the OWNER.

§ SC 1.1.16 SUBSTANTIAL COMPLETION – The term “Substantial Completion” shall mean the point at which, as certified in writing by the Architect/Engineer, the Project is at a level of completion in strict compliance with this Contract such that the City can use or operate it in all respects for its intended purpose and only minor items that can be corrected or completed without any material interference with the City’s use of the Work remain to be corrected or completed. Partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of substantial completion. CONTRACTOR shall not be given phased or staged substantial completion as equipment is started up and operated. All new equipment which is installed under this Contract, whether operating or not, shall remain in the full control and responsibility of the CONTRACTOR until the entire project reaches substantial completion.

§ SC 1.1.17 RESIDENT PROJECT REPRESENTATIVE (RPR) – The person, firm, or corporation duly appointed by the City who is assigned to the project site or any part thereof.

§ SC 1.1.18 CITY’S PROJECT MANAGER – The DPW Superintendent or his designee will be the Owner’s Project Manager for this Contract and will perform all duties assigned to him.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 4

Add the following paragraph to Section 4.5.4:

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period may be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

Add the following paragraph to Section 4.3.1:

This Project is subject to the Contract Work Hours and Safety Standards Act. The Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the regulations of the Department of Labor under 29 CFR Part 5 require contractors and subcontractors to pay wages to laborers and mechanics on the basis of an eight-hour workday and 40-hour work week and to pay at least time and a half for work performed in excess of these time limitations. Also, the Act prohibits contractors and subcontractors from requiring laborers and mechanics to work in hazardous, unsanitary or dangerous conditions (see 29 CFR Part 1926).

Add the following new sub-section to Section 4.8:

§ 4.8.4 The Contractor shall provide the City with the name and telephone number of the project Superintendent and an emergency telephone number where he can be reached 24 hours per day for the duration of the construction period.

Change the first sentence of Section 4.9.1 to the following sentence:

The Contractor shall, within ten (10) days after receipt of Notice to Proceed, submit to the DPW Superintendent or his designee and Architect/Engineer for review, comment and approval a submittals schedule for all materials and equipment required for this Project pursuant to the requirements set forth in the Contract Documents.

Add the following paragraph to the end of Section 4.11.5:

It is the CONTRACTOR'S responsibility to prepare, coordinate and review all submittals prior to delivery to the ENGINEER. The ENGINEER will review each submittal and the first resubmittal without cost to the CONTRACTOR. The CONTRACTOR, however, shall reimburse the City for all reasonable costs associated with the ENGINEER'S and his consultant's review of each subsequent resubmittal. For the purpose of this paragraph only, submittals include, Product Data Catalog Cuts and Samples.

Add the following Sections to Article 4:

§ 4.18 TRAFFIC MANAGEMENT

The Contractor shall follow approved traffic management procedures. All proposed work zones shall be delineated with temporary traffic signs and channelization devices provided and installed in accordance with the Massachusetts Department of Transportation Standards for Work Zone Safety Guidelines for Municipalities and Contractors. If specific traffic management plans are provided within the contract set and the Contractor proposes deviates from any traffic management plan contained herein, the Contractor shall submit his revised traffic management plans to the DPW Superintendent or his designee for approval.

The Contractor shall give notice to the DPW Superintendent or his designee at least forty-eight (48) hours in advance of beginning any work affecting the maintenance of traffic and shall not proceed with surfacing operations without specific notice to, and the approval of, the DPW Superintendent or his designee.

Any traffic detours proposed by the Contractor shall be subject to approval by the DPW Superintendent or his designee. All proposed traffic detours shall be submitted two (2) weeks before the intended implementation date. Any detours or changes in normal traffic patterns or road closures shall be coordinated by the Contractor with the City of Watertown Fire Department and Police Department.

The Contractor shall provide a detour map indicated the proposed route of the detoured traffic, all proposed signs, the proposed hours of operation, the proposed location of detail officers and barricades.

Traffic police for use under this contract shall be paid for by the Contractor on an hourly basis and shall be reimbursable by the City. An allowance for traffic police is included as part of this contract.

§ 4.19 DRAINAGE/WATERWORK

Any work needed to resolve a conflict of existing City owned drainage or water systems shall not be performed without approval of the DPW Superintendent or his designee. All proposed drainage or water work shall be performed only as noted on the plans or approved by the DPW Superintendent or his designee during construction. The Contractor will be held fully responsible for replacement or correction of any work undertaken to resolve such conflicts without prior approval of the DPW Superintendent or his designee.

No separate payment will be made for the maintenance of the existing drainage system by diversion or pumping or for plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.20 WATER FOR CONSTRUCTION PURPOSES

Temporary water connections for construction purposes shall be done in accordance with the rules and regulations of the Massachusetts Department of Environmental Protection and the City of Watertown Department of Public Works. The Contractor is required to provide a backflow preventer meeting the City of Watertown's standards and obtain a permit from the Department of Public Works before tapping into any hydrant within the City.

The City will provide water for construction purposes when water restrictions are not in force. If water restrictions are in force the Contractor, at his own expense, shall supply his own source of water for construction purposes.

The approval of the Department of Public Works shall be obtained before water from the City's water distribution system is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of use.

The City will suspend the work for any violation of this provision. It shall be the Contractor's responsibility to ensure that all subcontractors likewise understand and comply with this provision.

The Contractor shall be provided with water for flushing, testing and chlorinating water mains, at no cost, but only once for each section of pipe. Any water required for additional flushing, testing and re-chlorination shall be billed to the Contractor at the prevailing rates, and this sum of money shall be paid by the Contractor upon receipt of a billing by the City.

The City may at his option deduct such amounts of money from periodic estimates for payment.

§ 4.21 NOT USED

§ 4.22 MAINTAINING DRAINAGE SYSTEMS

The Contractor shall maintain the drainage system in the project areas to provide continual drainage of the traveled ways and construction area. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work.

No separate payment will be made for the maintenance of the existing drainage system for diverting or pumping or for plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.23 SITE INVESTIGATION

The Contractor shall satisfy him/herself as to the conditions existing within the project area, the type of equipment required to perform the work, the character, quality and quantity of the subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Drawings and/or Specifications. Any failure of the Contractor to acquaint himself with the available information will not relieve him/her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by the City.

§ 4.24 SURVEY, LINES, GRADES AND MEASUREMENTS

The Contractor shall employ a competent surveyor or civil engineer, registered within the Commonwealth of Massachusetts to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the Work and from time to time to verify such marks by instrument or other appropriate means.

The DPW Superintendent or his designee shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire Work.

The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of and the prevention of misfittings in the Work.

§ 4.25 PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and certified as to the correct location by a Massachusetts registered professional land surveyor as directed by the DPW Superintendent or his designee and at no cost to the City.

§ 4.26 NOT USED

§ 4.27 NOT USED

§ 4.28 TEMPORARY ACCESS

Access to businesses and residences must be maintained at all times. The Contractor shall provide safe and ready means of ingress and egress to all stores and shops, public and private and professional offices and any other businesses or residences in the project area, both day and night, for the duration of the project.

§ 4.29 COORDINATION WITH CITY AGENCIES

The Contractor shall supply the Police Department, Fire Department and Department of Public Works with the following information:

1. A list of streets and intersections where work will be in progress to be supplied at intervals as required by the DPW Superintendent or his designee.
2. Immediate notification of any utility breaks.

§ 4.30 NOT USED

§ 4.31 NOT USED

§ 4.32 NOT USED

§ 4.33 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. Take every precaution against injuries to persons or damage to property.
2. Store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not duly interfere with the progress of his work or the work of any other contractors.
3. Place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work.
4. Clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Before final payment, remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
6. Effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the DPW Superintendent or his designee, not to cut or otherwise alter the work of any other Contractor.

§ 4.34 NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or officials, owning or having charge of publicly or privately-owned utilities, of his intention to commence operations affecting such utilities, at least one month in advance of the commencement of such operations, and the Contractor shall at the same time file a copy of such notice with the DPW Superintendent or his designee. Before the Contractor begins any work or operations which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them.

A list of the names and addresses of the utilities owners that have utility services in the City and within the project limits is included as part of this Contract. The information contained within the list was established using available resources and is subject to change. The Contractor shall coordinate utility contacts with the City and the Engineer at the Preconstruction Meeting.

The Contractor shall mark out limits and request a dig safe of the project areas as needed and in advance of his/her operations. The Contractor shall review the project area after the dig safe is complete to review the information marked for potential conflicts with the proposed work.

Dig Safe Center 1-888-DIG-SAFE (1-888-344-7233)

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the protection of utilities as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed, therefore.

The Contractor shall be required to furnish all labor, materials, and equipment necessary to protect underground structures and electrical vaults within the project site from construction debris and water penetration. When underground structures or electrical vault roofs are excavated, the Contractor shall be responsible for maintaining security of these structures or electrical vaults against unauthorized access. The Contractor shall be responsible for leaving the structures and vaults in a state of water tightness equal to that existing at the commencement of the contract.

§ 4.35 COMPLIANCE WITH NOISE ORDINANCE

The Contractor shall adhere to the City of Watertown Noise Ordinance, as amended.

§ 4.36 OPEN EXCAVATIONS

All open excavations shall be adequately safe guarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The length of open trench will be controlled by the surrounding conditions but shall always be confined to the limits prescribed by the City. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench shall not remain open overnight.

§ 4.37 NOT USED

§ 4.38 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, without additional compensation, take every measure necessary for the protection of personnel and property, including the employment of necessary warning devices, barricades, signs, special apparel, etc., in the performance of the work. The Contractor, shall, without additional compensation, be required to provide safe and convenient access to all abutters at all times, except as may be authorized in writing by the DPW Superintendent, or his designee. Pedestrians shall have an accessible path of travel within the limits of the project at all times. If a section of sidewalk is closed, appropriate closure / detour signs shall be erected to directed pedestrians to an adjacent crosswalk. Within areas of sidewalks awaiting concrete / asphalt installation, the gravel subbase shall be graded and compacted to allow temporary access by pedestrians.

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zones to all streets and all abutting properties at all times. Unless otherwise approved by the DPW Superintendent, or his designee, one lane shall be open to through traffic at all times during the execution of the work. The Contractor shall at all times provide access to public and private lots and alleys in the work area or arrange 24 hours in advance for disruption in access. Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

Before the start of work, the Contractor shall post all locations in compliance with the Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall familiarize himself with the provisions of the MUTCD Part VI Construction and Maintenance. During construction, the Contractor shall provide traffic warning devices that conform to the MUTCD and City of Watertown Traffic Regulations in order to properly protect traffic and pedestrians from the Work. The Contractor shall be responsible for providing, positioning, repositioning, maintaining and removing signs through the course of the project as deemed necessary by the DPW Superintendent, or his designee.

When it is deemed necessary by the DPW Superintendent, his designee, or the Chief of Police, that detail Police Officers are needed they will be provided by the Contractor. The City shall reimburse the Contractor for the cost of the Police Detail upon presentation of the cancelled check. It is the Contractor's responsibility to cancel a Police Detail at a minimum of four hours in advance of the start of the shift if conditions so warrant. The Contractor shall not be reimbursed for Police Details if the Contractor fails to show for the job or if the Contractor fails to cancel the detail with adequate advance notice. This provision of Police Details shall not relieve the Contractor of the responsibility of providing proper traffic control devices when operating adjacent to the roadway while it is open to the public. Any costs associated with these devices are the responsibility of the Contractor and shall be accounted for in the Unit Costs unless otherwise provided for.

The Contractor shall provide sufficient fencing, barricades and signage and otherwise provide for security around all excavations and stockpiles. Cost for these items shall be included in the Unit Costs for the Items of Work.

The above provisions represent minimal requirements for maintenance of traffic and safety and may be modified at the discretion of the DPW Superintendent, or his designee.

§ 4.39 PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, trees, shrubs, grass and landscaping shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the DPW Superintendent, or his designee, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility.

Pipes or other structures damaged by the operation of the Contractor may be repaired by the City or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation, therefore.

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc. will occur.

The contract drawings indicate the approximate location in plan of known subsurface and overhead utilities. The Contractor shall satisfy himself to the exact location of subsurface and overhead utilities through his own research.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the DPW Superintendent, or his designee, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the DPW Superintendent, or his designee will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed, therefore.

In case of damage to utilities, the Contractor shall promptly notify the owner and shall, if requested, furnish manpower under the owner's direction in getting access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the impacted utility company. The cost of such repairs shall be borne by the Contractor without compensation, therefore.

The work to be done under this contract may necessitate changes in properties of utility companies listed elsewhere in this document. Immediately after executing the contract the Contractor shall confer with the owners of all utilities in order that relocations may be made at times consistent with operation of this contract.

The Contractor shall notify utility companies in writing at least 72 hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way and shall notify Dig Safe at Telephone Number 1-888-344-7233.

§ 4.40 SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 as amended) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to make themselves familiar with the requirements of these regulations.

§ 4.41 NOT USED

§ 4.42 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the DPW Superintendent or his designee.

§ 4.43 PRECAUTIONS UNDER ELECTRIC LINES

The Contractor's attention is directed to the Occupational Safety and Health Administration, 29 CFR Part 1926, relating to construction equipment clearances at overhead electric lines based on voltage.

For the protection of personnel and equipment, the Contractor should be aware of this regulation especially during paving operations using large semi-trailer vehicles.

§ 4.44 WORK DONE BY OTHERS

Relocation of all private utilities made necessary by the construction of this project, will be accomplished by the respective utility companies, at their expense.

§ 4.45 DRAINAGE

The Contractor shall maintain the drainage system in the project areas to provide continual drainage of the travel ways and construction area. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work.

No separate payment will be made for the maintenance of the existing drainage system or for diverting flow or pumping or plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.46 NOT USED

§ 4.47 WORK DURING INCLEMENT WEATHER

No work shall be done under these Specifications except by permission of the DPW Superintendent or his designee when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all work until instructed to resume operations by the City and the Contractor Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor. No earth fill or embankment shall be placed upon frozen material. If there is a delay in the Work due to the weather conditions, the necessary precautions must be taken to bond new Work to old.

§ 4.48 INTOXICATING CHEMICALS

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating chemicals upon or about the work.

§ 4.49 GUARANTEE

The Contractor guarantees that the work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate.

If at any time within the said period of guarantee, any part of the work requires repairing, correction or replacement, the City may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the City within 10 days from the date of receipt of such notice or having commenced fails to prosecute such work with diligence, the City may employ other persons to make said repairs, correction, or replacements, including compensation for additional professional services, shall be paid by the Contractor.

Nothing contained in the Section shall be construed as a limitation as to any and all rights the City may have against the Contractor for any neglect or for any breach of this Provision

§ 4.50 INSUFFICIENCY OF SAFETY PRECAUTIONS

If, at any time, in the judgment of the DPW Superintendent or his designee, the Work is not properly made safe in regard to public travel, persons on or about the Work, or public or private property, the DPW Superintendent or his designee shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguard into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the DPW Superintendent or his designee may put the work into such condition that it shall be in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the DPW Superintendent or his designee or City in so doing. Such action of the DPW Superintendent or his designee or failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards, or damages resulting from by reason of, or in connection with the failure to take precautions or the insufficiency of the safety precautions taken by him or by the DPW Superintendent or his designee acting under authority of this section.

§ 4.51 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

The Contractor shall be responsible to the City for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the City in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

§ 4.52 SITE INFORMATION NOT GUARANTEED

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the City. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the City does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or Grounds for any claim or demand against the City, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 5

Add the following paragraph to Section 5.1.2:

The CONTRACTOR shall submit one copy of each of his subcontracts to the ENGINEER and demonstrate the subcontractor's ability to complete the portion of the work he/she is charged with. This shall include compliance with contract requirements.

§ SUPPLEMENTAL CONDITION TO ARTICLE 7

Add the following to the end of Section 7.2.1:

There have been no reports of explorations and tests of subsurface conditions utilized by the ENGINEER in preparation of the Contract Documents. All existing structures and subsurface structures identified by the ENGINEER were based on the best information available.

Revise paragraph 7.2.4:

Paragraph 7.1.4 is changed by deleting the phrase "mutually acceptable fixed or percentage fee" and replacing with "fifteen percent fee for overhead and profit."

Add the following at the end of subsection 7.3.1:

The City reserves the right to increase or decrease quantities as directed by the Director of Public Works or his representative. The City also reserves the right to change, add, or remove locations of the work as directed by the Superintendent of Public Works or his representative.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 8

Add the following Sub-Sections to Section 8.3

§ 8.3.5 The ENGINEER shall evaluate CONTRACTOR's request for extension of Contract Time as follows:

- a. The ENGINEER will determine whether the amount of labor (man-hours) reasonably correlates to the magnitude of the addition or reduction of the work.
- b. If the labor requested is determined reasonable, the ENGINEER shall evaluate the impact the additional labor has on the rate of the entire crew. This evaluation will consider whether the addition in work is critical to the CONTRACTOR's schedule and, if critical, to what extent the progress of the CONTRACTOR's overall crew is affected.
- c. The CONTRACTOR shall provide the ENGINEER with all information necessary for ENGINEER to make this analysis.

§ 8.3.6 The CONTRACTOR is not entitled to any time extension until the CONTRACTOR's scheduled completion date exceeds the contract completion date.”

§ 8.3.7 No Damages for Delay: The CONTRACTOR shall not be entitled to damages for any delay regardless of the cause of the same. The CONTRACTOR’s only remedy in the event of a delay shall be an extension of the Contract Time and only to the extent allowed in the Contract documents.”

Add the following to Sub-Section to Section 8.4:

§ 8.4.2 The Bid and the Agreement contain paragraphs specifying the Contract Time stated as a number of consecutive calendar days following execution of the Contract, and the dollar amount of liquidated damages to be paid to the City for each calendar day beyond the specified completion period that the work remains uncompleted.

§ 8.4.3 The date of beginning and the Contract Time for the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

§ 8.4.4 The CONTRACTOR shall proceed with the work at such rate of progress to insure Final Completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the City, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

§ 8.4.5 If the CONTRACTOR shall fail to fully complete the work within the Contract Time, or extension of time granted by the City, then the CONTRACTOR will pay to the City the amount for liquidated damages as specified in this Section 8.4 for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the BID and Agreement.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 9

Substitute the second sentence of section 9.6.1 with the following paragraph:

The owner shall withhold a retainage equal to five (5) percent of each partial payment. This will be reduced to the amount determined by the City and DPW Superintendent to be necessary to assure completion of the work, or cover claims against the Contractor, after the date of Substantial completion.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 11

Add the following Sub-Section:

§ SC 11.4.2 CONTRACTOR'S LIABILITY INSURANCE AMOUNTS REQUIRED

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance

a. Workers Compensation, etc. under the General Conditions:

State: Statutory

Applicable Federal Statutory

Employer's Liability: \$1,000,000.

b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protection; Products Liability and Completed Operations; Broad Form Property Damage); Bodily Injury (including completed operations and products liability for up to 3 years after the completion of the project):

\$ 1,000,000. Each Occurrence

\$3,000,000. Annual Aggregate

Property Damage:

\$ 1,000,000. Each Occurrence

\$3,000,000. Annual Aggregate

Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages.

Personal Injury, with employment exclusion deleted

\$ 3,000,000. Annual Aggregate

c. Comprehensive Automobile Liability:

Bodily Injury:

\$1,000,000. Each Person

\$1,000,000. Each Occurrence

Property Damage:

\$1,000,000. Each Occurrence

or a combined single limit of \$ 2,000,000

d. Contractual Liability:

Bodily Injury:

\$1,000,000. Each Occurrence

Property Damage:

\$1,000,000. Each Occurrence

\$2,000,000. Annual Aggregate

e. Umbrella Liability, Body Injury + Property Damage combined
including completed operations

\$5,000,000.

Add the following at the end of Paragraph 11.1.3:

Certificates from the insurance carrier shall be filed in triplicate with the City and shall state the type of coverage, limits of liability and the expiration date on each certificate.

With respect to insurance identified in paragraphs: 11.1.3, 11.1.4, 11.1.5, and 11.1.7 (Comprehensive General Liability), such insurance shall name the **CITY OF WATERTOWN** and **TIGHE & BOND** as additional named insured.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 12

Add the following Section to Article 12:

§ 12.4 DIMENSIONS AND LOCATIONS

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

The Contractor shall field locate and furnish swing ties to the City and the Engineer for utility structures within the project limits prior to reclamation and paving activities.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 13

Add the following Sections to Article 13:

§ 13.12 MATERIALS REMOVED AND STACKED

The Contractor shall carefully remove and store these materials at a site designated on the project by the DPW Superintendent or his designee for their subsequent removal by the City or transported to a location within the City specified by the DPW Superintendent or his designee, or legally disposed of as directed by the DPW Superintendent or his designee. The Contractor furnishes any necessary equipment and labor for loading the material on the City's trucks. Payment for this work shall be included in respective bid items.

§ 13.13 STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installation in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

§ 13.14 DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked by the DPW Superintendent or his designee, shall become the property of the Contractor and shall be removed from the site during the construction period and disposed of legally. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items.

§ 13.15 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, the Contract shall be read and enforced as though they were included herein and such provision shall prevail over any inconsistent language herein. If through mistake or otherwise any such provision is not inserted then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

§13.16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Discriminatory employment practices by contractors, subcontractors and suppliers of goods and services based on race, color, religion, national origin, ancestry, age or sex are prohibited. Contractors and suppliers of goods and services shall give written notice of their commitment to non-discrimination to any labor union, association or brotherhood with which they have a collective bargaining or other agreement.

The Contractor shall not discriminate against or exclude any person from participation herein on Grounds of race, religion, color, sex, age or national origin, and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status or national origin.

§ 13.17 LIENS

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished or delivered to or for the work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the City shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

§ 13.18 NOTICES, COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the City with reproductions of all permits, licenses and receipts for any fees paid. The City represents that it has disclosed to the Contractor all orders and requirements known to the City of any public authority particular to this Agreement.

If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes, and regulations in any respect, he shall promptly notify the City in writing, and any necessary changes shall be accomplished by appropriate modification.

If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the City immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

§ 13.19 NOT USED

§ 13.20 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in **Attachment A** herein.

CHANGE ORDER FORM

Project Number_____

Contract Amount (As Bid).....\$_____

Net Change in Contract Price (this Change Order).....\$

Net Change in Contract Price (all other Change Orders).....\$

Total Adjusted Contract Price.....\$_____

This Change Order extends the time to complete the Work by _____ calendar days.

The extended completion date is _____.

This Change Order checked by: _____

Resident Engineer _____ Date _____

This Change Order is requested by _____

This Change Order is recommended by _____

Consultant Engineer

PE #

Date

The undersigned agree to the terms of the Change Order and certifies that such Change Order is in conformance with M. G. L. C.30, Section 39I.

 Contractor

 Date

City

Date

Certification of Appropriation under M. G. L. C.44, Section 31C: Adequate funding in an amount sufficient to cover the total cost of this Change Order is available.

By: _____ Date: _____
Certification Officer

CHANGE ORDER FORM

Page 2 of 2

Public Entity _____

Project Number _____ Contract Number _____ Change Order Number _____

Contract Title _____

City's Name : _____

City's Address _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

SECTION 00820b

CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT NO. _____ AGREEMENT DATE _____

CONTRACT DESCRIPTION: _____

COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Payment Request for construction Contract Work dated _____, represents full compensation for the actual value of Work completed. All Work completed conforms to the terms of the Agreement and authorized changes.

Date

CONTRACTOR

Signature

Title

FINAL CERTIFICATION OF ENGINEER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the Work identified on the Final Estimate represents full compensation for the actual value of Work completed and that the Work has been completed in accordance with the terms of the Agreement and authorized changes. This certification is provided in accord with the terms of General Condition Article 14.

TIGHE & BOND

Date

Signature

Title

FINAL ACCEPTANCE OF CITY

I, as representative of the City, accept the above Final Certifications and authorize Final Payment in the amount of \$_____ and direct the Contractor's attention to the General Conditions - Article 14. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires one (1) year from the date of this Final Acceptance.

DEPARTMENT OF PUBLIC WORKS
WATERTOWN, MASSACHUSETTS

Date

Authorized Representative

Signature

END OF SECTION

SECTION 00850

INCORPORATION OF APPLICABLE PROVISIONS OF THE
MASSACHUSETTS GENERAL LAWS

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

SECTION 00860

CITY OF WATERTOWN NOISE ORDINANCE

Watertown, MA Code of Ordinances

CHAPTER 95: NOISE REGULATIONS

Section

- 95.01 Prohibition of noise emissions
- 95.02 Definitions and measurements of noise
- 95.03 Duties and responsibilities of town departments
- 95.04 Exceptions
- 95.05 Enforcement
- 95.99 Penalty

§ 95.01 PROHIBITION OF NOISE EMISSIONS.

(A) No person owning, leasing or controlling a source of sound shall willfully, negligently, or through failure to provide necessary equipment, service, or maintenance or to take necessary precautions cause, suffer, allow or permit unnecessary emissions from said source of sound that may cause noise.

(B) Division (A) of this section shall pertain to, but shall not be limited to, prolonged unattended sounding of burglar alarms, construction and demolition equipment which characteristically emit sound but which may be fitted and accommodated with equipment such as enclosures to suppress sound or may be operated in a manner so as to suppress sound, suppressible and preventable industrial and commercial sources of sound, and other man-made sounds that cause noise.

(C) All devices employed in construction or demolition shall be prohibited from use during the hours of:

- (1) 7:00 p.m. to 7:00 a.m. from Monday through Friday;
- (2) 7:00 p.m. on Fridays through 8:00 a.m. on Saturdays; and
- (3) 7:00 p.m. on Saturdays through 8:00 a.m. on Sundays.

(Ord. 6, passed 9-13-1983; Am. Ord. 14, passed 3-12-1996) Penalty, see § 95.99

§ 95.02 DEFINITIONS AND MEASUREMENTS OF NOISE.

(A) The town hereby incorporates into and makes a part of this chapter the provisions of Chapter 310 Code of Massachusetts Regulations, Section 7.00 entitled Air Pollution Control Regulations.

(B) These regulations shall govern the definitions, measurement and restriction of sources of noise emission.

(C) For the purposes of this chapter, a **CONDITION OF NOISE POLLUTION** shall be a noise source which increases noise levels 10 dB or more above the background noise level. If the noise level is judged by ear to have a tonal sound, an increase of 5 dB above background noise level is sufficient to cause noise pollution.

(Ord. 6, passed 9-13-1983)

§ 95.03 DUTIES AND RESPONSIBILITIES OF TOWN DEPARTMENTS.

(A) All town departments and agencies shall, to the fullest extent consistent with other laws, carry out their programs in such a manner as to further the policy of this chapter.

(B) All town departments and agencies shall comply with Federal and State laws and regulations and the provisions and intent of this ordinance respecting the control and abatement of noise to the same extent that any person is subject to such laws and regulations.

(Ord. 6, passed 9-13-1983)

§ 95.04 EXCEPTIONS.

This chapter shall apply to the control of all sound originating within the limits of the Town of Watertown except the following:

(A) The emission of sound for the purpose of alerting persons to the existence of an emergency or to the emission of sound in the performance of emergency work or in training exercises related to emergency activities.

(B) Noncommercial public speaking and public assembly activities as guaranteed by state and federal constitutions.

(C) Domestic equipment such as lawn mowers and power saws between the hours of 7:00 a.m. and 9:00 p.m.

(Ord. 6, passed 9-13-1983)

§ 95.05 ENFORCEMENT.

The Board of Health shall be the primary enforcement agency of the terms of this chapter. In addition, any Police Department or Fire Department official or building inspector or their designee, acting within their jurisdictional area, is authorized to enforce this chapter.

(Ord. 6, passed 9-13-1983)

§ 95.99 PENALTY.

(A) Any person who violates any provision of this chapter, if convicted, shall be fined no less than \$50 nor more than \$100 for the first offense and not less than \$200 nor more than \$500 for each succeeding offense.

(B) Each subsequent day or part thereof of violation of this chapter, whether the violation be continuous or intermittent, shall be construed as a separate and succeeding offense.

(Ord. 6, passed 9-13-1983)

SECTION 00900

SUPPLEMENTAL SPECIFICATIONS

COVID 19 GUIDELINES AND PROCEDURES

Commonwealth of Massachusetts COVID-19 GUIDELINES AND PROCEDURES FOR ALL CONSTRUCTION SITES AND WORKERS AT ALL PUBLIC WORK dated March 2020 as amended shall be adhered to.

It is the Contractor's responsibility to stay current with any changes or addendums issued to these guidelines. For copies of the guidelines go to:

<https://www.mass.gov/covid-19-guidelines-and-procedures-for-all-construction-sites-and-workers-at-all-public-work>

These Guidelines and Procedures will remain in effect until further notice. At the start of the Work the Contractor is required to submit a letter to the City and the Engineer certifying that the Contractor is in compliance with CDC, OSHA and the Commonwealth's COVID-19 guidelines. The certification applies to the general contractor as well as all subcontractors engaged with the Work covered under this contract. No Work will be allowed to begin until the letter is submitted and approved by the Engineer.

All costs associated with compliance with this provision are considered to be incidental to the contract cost and therefore the Contractor will not be entitled to any additional compensation.

UTILITY CONTACTS

The utility contact list is for guidance only and is not guaranteed to be complete or up to date.

The Contractor shall investigate to determine the existence of other utilities that may be affected by the Contractor's operations.

Following are the names and addresses of the utility and departments that may be affected but the completeness of the list is not guaranteed:

Facility / Address	Contact Information
Electric Eversource Electric "A" 1165 Massachusetts Avenue Dorchester, MA 02125	Terence Doonan P (617) 541-5714 E terence.doonan1@eversource.com
Gas National Grid Gas 40 Sylvan Road Waltham, MA 02451	Melissa Owens P (781) 907-2845 E Melissa.Owens@nationalgrid.com
Telephone Verizon 385 Myles Standish Blvd. Taunton, MA 02780	Karen Mealey P (774) 409-3160 E karen.m.mealey@verizon.com
Water Watertown DPW 124 Orchard Street Watertown, MA 02780	Jay Pelletier P (617) 972-6420 E jpelletier@watertown-ma.gov
MWRA 2 Griffin Way Chelsea, MA 02150	Ralph Francesconi P (617) 305-5827 E Ralph.Francesconi@mwra.state.ma.us
Sewer Watertown DPW 124 Orchard Street Watertown, MA 02780	Jay Pelletier P (617) 972-6420 E jpelletier@watertown-ma.gov
MWRA 2 Griffin Way Chelsea, MA 02150	Kevin McKenna P (617) 305-5956 E Kevin.McKenna@mwra.state.ma.us

NOTICE TO OWNERS OF UTILITIES (Continued)

Facility / Address	Contact Information
Cable - RCN 956 Massachusetts Avenue Arlington, MA 02476	Margot Jones P (781) 316-8881
Cable - Comcast P.O. Box 6505 Chelmsford, MA 01824	Wendy Brown P (978) 848-5163 E Wendy_Brown@comcast.com
DPW Watertown DPW 124 Orchard Street Watertown, MA 02472	Greg St. Louis, Superintendent Matthew Shuman, City Engineer P (617) 972-6420
Fire Alarm Watertown DPW Wires Dept. 124 Orchard Street Watertown, MA 02472	Ryan Nicholson P (617) 972-6515

SECTION 02000

INTRODUCTION TO SITEWORK

PART 1 GENERAL

1.1 SUMMARY

A. Standard Specifications

1. All sitework included or ordered under this Contract shall be done in conformity with the applicable provisions of the Massachusetts Department of Transportation's "Standard Specifications for Highways and Bridges" including all the latest revisions, Addenda, and supplements, henceforth referred to as "Standard Specifications"; the Town of Watertown rules, regulations, codes, ordinances and specifications and utility companies' specifications.
2. Division I of the above reference Standard Specifications will not apply to this Project except as follows:
 - a. When any of the technical specifications of Division II through III of the "Standard Specifications for Road and Bridge Construction" reference Division I.
 - 1) Definition: Wherever the word "Engineer" is referred to in the Standard Specifications, it shall mean Tighe & Bond, Inc. and its authorized representatives.
 - b. See Division I for documents pertinent to this bid and project.

1.2 SUMMARY OF SITEWORK

- A. The entire Work called for on the Drawings and Specifications including, but not limited to layout, removal of existing synthetic turf surface and infill, adding or removing choker stone as needed, adjusting the nailer to accommodate the shock pad and proposed synthetic turf, laser grading of base materials, synthetic turf installation, striping, traffic control, coordination with City staff, construction permits, on going field maintenance (g-max, painting, grooming) and fees, cleanup, and general conditions necessary to complete sitework construction for the proposed Victory Field Turf Replacement Project in Watertown, Massachusetts.
- B. The following list is provided to generally describe the sitework and is not intended to be a full and definitive Project description. The Work is more fully described in the Drawings and Specifications.
 1. Layout/As-Built
 - a. Layout all lines and grades.
 - b. Verify the distance between the goal posts are correct prior to ordering synthetic turf.
 2. Demolition
 - a. Remove existing synthetic turf, infill throughout the field.

3. Earthwork
 - a. Prepare base of existing synthetic turf fields, including the importing/removal of choker stone if necessary to restore planarity of the field and to account for the addition of the shock pad and new synthetic turf.
4. Synthetic Turf Installation
 - a. Adjust existing nailer as necessary to account for the addition of the shock pad and new synthetic turf.
 - b. Laser grade base stone.
 - c. Install synthetic turf, shock pad and infill.
 - d. Test and provide results of g-max testing on new field (Testing shall be provided for a period of no less than 8 years).
 - e. Contractor shall provide painting of sport striping, once in the fall, and once in the spring for all six (6) fields and practice areas for the first year.
5. Traffic Control
 - a. Provide temporary barriers, signs, illumination devices, flag personnel and uniformed officers as necessary for traffic control.
6. Permits
 - a. Coordinate inspection with local authorities
7. Final Cleanup
 - a. Remove all litter and trash immediately upon completion of work.
8. General Conditions
 - a. Provide qualified, full-time on-site Foreman to supervise site work construction whenever site work contractor is working.
 - b. Coordinate Work and cooperate with abutters.

1.3 PRICE AND PAYMENT PROCEDURES

- A. Measurement and payment sections, price adjustments, etc. of the Standard Specifications are not applicable, because all Work is to be completed on a lump sum basis.

1.4 REFERENCES

- A. In addition to the "Standard Specifications" the Work shall be completed in conformance with the Supplemental Specifications consisting of sections:
 1. Section 02000 - Introduction to Sitework
 2. Section 02200 - Site Preparation
 3. Section 02220 - Demolition

4. Section 02620 - Synthetic Base Material and Performance
 5. Section 02792 - Synthetic Turf System
- B. If conflicts arise between any of these specifications, the most stringent specifications shall govern.
 - C. Latest revision of federal, state and ASTM Specifications shall be used where only the specification number without date or revision number is given in the specification.
 - D. The omissions from the Drawings and/or Specifications of express reference to any labor or materials reasonably to be inferred therefrom and necessary for the proper execution of the Work shall not relieve the Contractor or Subcontractor from furnishing them of a kind in keeping with the general character of the Work.
 - E. The Owner's representative shall decide all questions which may arise as to the quality, quantity, acceptability, fitness and rate of progress of the several kinds of Work and materials to be performed and furnished under the Contract, and shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Sitework Contractor. The Owner's representative's determination and decision shall be final and conclusive.

1.5 PROJECT/SITE CONDITIONS

- A. It was not possible for the Owner, and/or Engineer to observe all existing conditions in the completion of these documents. Unforeseen conditions are expected to be discovered. The accuracy of the existing conditions data is not guaranteed to the Contractor. During the execution of the Work it shall be the Contractor's responsibility to discover, identify, and observe existing conditions not anticipated by the Construction Documents, and promptly notify the Owner's representative of such conditions and proposed solutions at no additional cost. The Contractor's Bid shall anticipate delays associated with conflicts with existing utilities.
- B. Permits
 1. The Contractor is responsible for obtaining all construction related permits including, but not limited to; earthwork, drainage, traffic control, etc. The Contractor shall arrange for necessary inspections and approvals from authorities having jurisdiction.
- C. Job Site Layout, Conditions and Measurements
 1. Contractor shall employ a licensed engineer/surveyor to determine all lines and grades and to field verify existing job conditions and measurements shown on the Drawings. All discrepancies shall be reported to the Owner's representative for clarification. The contractor shall carefully examine the Site and Contract Documents prior to proceeding with the Work and satisfy himself as to the conditions under which he must perform the Work. No additional compensation will be made to the Contractor for any error or negligence on his part, nor for discrepancies between actual conditions found at the Site and as indicated in the Contract Documents after the Work has commenced.
 2. Provide all field engineering services required for the Project including:

- a. Survey work required to layout the project.
 - b. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
3. Field Measurements: Continually check and compare dimensions at the Site with those shown on the Drawings. Immediately bring discrepancies to the attention of the Engineer in writing. Mark on Shop Drawings prior to submission to the Engineer, relevant field dimensions and note any conflicts with the submitted material.

1.6 ADMINISTRATIVE REQUIREMENTS

A. Coordination

- 1. The Contractor shall be fully responsible for coordinating all construction activities, verifying dimensions and existing field conditions, establishing on-site lines of authority and communication, monitoring schedules and progress, monitoring quality, maintaining records and reports and in general assuring the proper administration of the Work. The Contractor shall cooperate with the Owner to the greatest extent possible.
- 2. The Contractor's cooperative efforts shall include, but shall not necessarily be limited to:
 - a. Storing on-site materials at locations acceptable to the Owner and governing authorities.
 - b. Controlling construction parking and traffic and limiting it to areas acceptable to the Owner and governing authorities.
 - c. Providing access for and cooperating with other Contractors to be employed by the Owner.
 - d. Accommodating school business and other ongoing activities within and about the Project until the end of construction. Such accommodations shall include, but shall not necessarily be limited to:
 - 1) All Work shall be completed in such a manner so as to maintain an open and clear entrance and egress at all times.
 - 2) Maintaining electrical power, fire alarm system, telephone services, water, sewer, gas and other services required for operation of the team rooms, maintenance building and press box.
 - 3) Maintaining access acceptable to governing authorities at all times.
 - 4) Providing adequate dirt, dust, fume, vapor and noise control.
 - e. Protecting existing building construction, Site utilities, Site improvements and features and all other improvements within and about the Project area until the Project has been completed.

B. Safety

1. The Contractor shall assume full responsibility for all means, methods, procedures, sequences and techniques of construction employed and shall take all measures required to ensure the public's safety. The Contractor shall take into full consideration and assure himself that all necessary barricades and fencing are provided and that they comply with applicable regulations and standards of good practice. The public shall be guarded from all construction hazards and/or attractive nuisances. The Contractor shall pay all costs necessary for temporary partitioning, barricading, fencing, security and safety devices required for the maintenance of a clean and safe construction Site.

C. Vandalism/Accidents

1. The Contractor shall take all reasonable precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access until the Work has been substantially completed and accepted by the Engineer.
2. The Contractor shall be responsible for all costs required to repair or replace all losses from vandalism or accidents including resetting of damaged curb and repair of lawn areas at no additional cost to the Owner until the Project is substantially complete.

1.7 SUBMITTALS

A. Sitework Record Drawings

1. Keep on file at job Site one (1) complete set of up-to-date Contract Documents, including Drawings and Specifications, Addenda, Shop Drawings and product data, testing data, Change Orders, Field Orders and other modifications. Store reference documents neatly and securely, in files or on racks, clearly indexed. Do not use record documents for construction purposes.
2. At a minimum, record the following information:
 - a. Drawings: Locations of underground utilities, field changes of dimensions and details, changes resulting from Change Order or Field Order, and details not on original Drawings.
 - b. Shop Drawings and manufacturer's literature.
3. Keep marked up set up to date. At weekly progress meetings, review Work completed in the preceding week and demonstrate that record drawings are up to date. Inadequate record drawings shall be cause for Owner to withhold a portion of progress payments.

1.8 CLOSEOUT SUBMITTALS

A. Final Documents:

1. Contractor shall submit As-Built Drawings of all sitework improvements and utilities, structure rim and invert elevations and spot grades to demonstrate

that design grading requirements have been met and at all locations shown on Construction Drawings.

1.9 QUALITY ASSURANCE

1.10 WARRANTY

A. Guarantee

1. The Contractor shall guarantee the entire Work to be free from defective or improper Work or materials and shall make good any damage due to such Work or materials for a term of one (1) year from the date of the satisfactory completion and acceptance of the Work. In general, the commencement date for warranties and guarantees shall be the date of Substantial Completion. Under no circumstances shall any warranties or guarantees for any individual or collective materials or items of equipment commence prior to the date of Substantial Completion. Additionally, the dates of commencement for all materials and equipment, which have not been made satisfactorily operational upon or prior to the date of Substantial Completion, shall be the first day of continuous satisfactory performance of said materials or equipment. Extended guarantees or warranties shall be provided as specified elsewhere.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions

1. Traffic Regulations and Parking
 - a. Contractor shall provide adequate personnel, flagmen, sign, barricades and equipment to properly regulate traffic at times when the Work interferes with the normal flow of traffic both on and off the Site. Parking for workmen and construction vehicles shall be limited to areas designated by the Owner. Parking areas and roadways outside the limits of the Contract shall be kept free of debris resulting from construction related traffic. If at any time the Owner's representative, Engineer, Massachusetts Department of Transportation, or Town of Watertown determines that additional traffic control personnel are required to execute the Work, Contractor shall provide additional personnel at no additional cost.
2. Roads and Access to the Site
 - a. Access to the Site for workmen and the delivery or removal of construction materials and/or equipment shall be made only from locations approved by the Owner. Existing roads, lanes and other required fire access shall remain accessible to fire vehicles at all times. Hauling permits and route approvals shall be obtained from governing authorities as applicable.
3. Dust Control

- a. Contractor shall continuously implement a dust control program to minimize dust until the Project is complete. The Contractor shall have a water truck on Site at all times. The water truck shall be used daily on all access roads and internal haul roads. The Contractor shall limit the maximum area of disturbance to minimize dust.
- b. Areas to be left undisturbed for more than 21 days shall be temporarily seeded by the fourteenth day after construction activity has permanently or temporarily ceased in that area.
- c. Any complaints from abutting properties or the Town of Watertown due to damage from dust shall be immediately acted upon by the Contractor. The Contractor shall provide cleaning services or other restoration at no additional expense to the Owner for any valid Claim.

4. Protection of Adjoining Property

- a. The Contractor shall provide all shoring, fencing, and other Work necessary to support, protect and keep unharmed all walls, buildings, walks, roadways and all other parts of any existing buildings, facilities, Site improvements, land forms, trees and plant materials, etc. The Contractor shall hold the Owner harmless from any such damage due to any operations under this Contract. Any existing Work or property damaged or disrupted as a result of this Contract shall be replaced or repaired to match original existing conditions at no additional cost to the Owner.

B. Demolition/Removal

1. Existing Materials and Equipment

- a. All materials scheduled to be removed shall become the property of the Contractor unless otherwise specified. The Contractor shall dispose of all material off-site in accordance with all federal, state and local regulations, ordinances, and codes.

3.2 CLOSEOUT ACTIVITIES

A. Final Cleanup

- 1. As part of the base Bid, the Contractor's price includes removal of all rubbish on-site as part of final cleanup upon completion of construction. This includes all rubbish, litter, debris, etc. originating from his operations or not. This also includes a final sweeping of the parking lots. The base Bid shall include cleaning all new and existing manholes, catch basins and drain lines within the Work limits as part of the final cleanup regardless of whether the structure was impacted from construction or not.

END OF SECTION

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SECTION 02200

SITE PREPARATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes
 - 1. Grading

1.2 SUBMITTALS

- A. Submit construction methods and equipment that will be utilized for the clearing, grubbing, and waste material disposal specified within this Section.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 GRADING

- A. In preparation for placing synthetic turf, prepare the field to match existing slopes, perform grading to the lines, grades and elevations or as otherwise directed by the Engineer. All material encountered, regardless of its nature, within the limits indicated, shall be removed and disposed of as directed. During the process of grading, maintain the subgrade in such condition that it will be well drained at all times.
- B. If at the time of grading it is not possible to place material in its final location, stockpile material in approved areas for later use. No extra payment will be made for the stockpiling or double handling of excavated material.
- C. The right is reserved to make minor adjustments or revisions in lines or grades if found necessary as the work progresses.
- D. Stones or rock fragments larger than 2 inches in their greatest dimensions will not be permitted in the top 12 inches of the finished grade.

END OF SECTION

SECTION 02220**DEMOLITION****PART 1 GENERAL****1.1 SUMMARY****A. Section Includes**

1. The Contractor shall furnish all labor, materials, tools, equipment, and apparatus necessary and shall do all work required to complete the demolition, removal, and alterations of existing facilities as indicated on the Drawings, as herein specified, and/or as directed by the Engineer. The work in general includes the demolition and legal disposal of materials shown to be removed on the drawings and as required for new construction. Note that this site was previously developed and occupied by other structures and that subsurface elements from previous construction may exist.
2. All equipment, piping, and other materials that are not to be relocated or to be returned to the Owner shall become the property of the Contractor and shall be disposed of by him away from the site of the work and at his own expense.
3. All demolition or removal of existing structures, utilities, equipment, and appurtenances shall be accomplished without damaging the integrity of existing structures, equipment, and appurtenances to remain, to be salvaged for relocation, or stored for future use.
4. Such items that are damaged shall be either repaired or replaced at the Contractor's expense to a condition at least equal to that which existed prior to the start of work.
5. Disposal of existing synthetic turf shall be to a recycling facility. Documentation of delivery to recycling facility will be required.

1.2 DEFINITIONS

- A. Demolish – To tear down, segregate waste streams and lawfully recycle or dispose of all debris generated in the process including structure contents.
- B. Limit of Work – Area delineated on Drawings that defines the extent of demolition work under the Contract.

1.3 SUBMITTALS**A. Informational Submittals**

1. Copies of any authorizations and permits required to perform the Work, including disposal/recycling facility permits.
2. Copies of documentation of delivery to recycling facility of the existing synthetic turf.

1.4 REGULATORY REQUIREMENTS

- A. Contractor is solely responsible for obtaining permits or approvals which may be required to perform the work of this section, including all costs, fees and taxes required or levied.
- B. Notify and obtain such permits or approvals from agencies having jurisdiction over demolition prior to starting work.
- C. Comply with all applicable federal, state, and local environmental, safety and health requirements regarding the demolition of structures and other site features and recycling or disposal of demolition debris, as applicable.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 PROJECT MANAGEMENT

- A. Provide a full-time Project Superintendent, fluent in English, who shall serve as a direct communication among the Contractor, subcontractors, and the Owner.
- B. Require all subcontractors to provide a foreman or superintendent who is fluent in English. That individual must be on site at all times that the subcontractor is working.

3.2 EXAMINATION

- A. Verify site conditions before proceeding with demolition work. Field check the accuracy of the Drawings and inspect structures and utilities prior to start of work and notify the Engineer, in writing, of any hazardous conditions and/or discrepancies. Primary structures and other site features are shown on the Drawings; other smaller structures, including, but not limited to, concrete walks and pads, miscellaneous signs, and fencing may not be shown on the Drawings, but may exist within the Limit of Work and shall be demolished.
 - 1. Unknown Site Conditions - The information provided on the Drawings and in the Specifications is believed accurate. Field verify all information. The contractor shall bear full responsibility for obtaining all locations of underground structures, utilities and their connections. Maintain services to buildings outside the limits of work.
- B. Oil and Hazardous Material Contamination
 - 1. There is no known soil contamination at the site. However, contaminated soil may be encountered during excavation.
 - 2. Contractor personnel working in areas of the site where contamination is likely to be encountered shall be appropriately trained.

3.3 DEMOLITION

- A. Demolish all features by methods that will not cause damage to surrounding structures, underground and overhead utilities, or other existing items and structures that are to remain in place.

- B. Promptly and properly manage all debris as the demolition progresses. Construct and/or prepare material staging/stockpile areas at locations approved by the Engineer.
- C. Miscellaneous Site Structures and Features
 - 1. Demolish all concrete, curbing, fences, and all other site structures and features located within the Limit of Work and not noted on the Drawings to remain, whether or not they are specifically shown on the Drawings.

3.4 DISPOSAL

- A. Legally dispose of or recycle all materials from demolition. The disposal site shall be permitted to accept the waste stream by the applicable Municipality. Perform the loading of demolition materials in a manner that prevents materials and activities from generating excessive dust and ensures minimum interference with roads, sidewalks and streets both onsite and offsite.
- B. Provide evidence that the demolition materials to recycled have been received at a recycling facility. Such proof may include truck weigh slips from an approved disposal facility or documentation of transfer of title. Transport of all materials off site shall be in accordance with applicable Department of Transportation Regulations.

3.5 SITE RESTORATION

- A. Loam and seed all disturbed areas.

END OF SECTION

SECTION 02620

SYNTHETIC BASE MATERIAL AND PERFORMANCE

PART 1 GENERAL

1.1 SUMMARY

- A. This document defines requirements for the installation and operating performance of an athletic field synthetic base underlayment material needed for a synthetic turf athletic field.
- B. Defined within this specification are the primary system requirements for insuring safety of the playing surface (impact attenuation/surface playability) and high capacity subsurface drainage of the installed playing field.
- C. Specifications listed are defined per applicable ASTM standard test methods, or other internationally recognized testing standards.
- D. All other specifications and tolerances listed shall be defined under standard ANSI and/or ISO drawing and specification rules.
- E. Related Sections
 - 1. 02792: Synthetic Turf System

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM), International Standards Organization (ISO) and European Committee for Standardization (EN):
 - 1. EN12616 Water Infiltration Rate
 - 2. ISO 8295 Plastic Film and Sheet – Determination of Coefficient of Friction
 - 3. ISO 4897 Cellular plastics -- Determination of the coefficient of linear thermal expansion
 - 4. ISO 8301 Thermal Resistance
 - 5. ISO 1798 Standard Specification for Flexible Materials-Tensile Strength
 - 6. ASTM F355 Standard Test Method for Shock-Absorbing Properties of Playing Surface Systems and Materials
 - 7. EN 14809 Surfaces for sports areas - Determination of vertical deformation
 - 8. ISO 1856 Flexible cellular polymeric materials -- Determination of compression set

1.3 SUBMITTALS

- A. General: If a non-compliant product is identified, the proposed alternate product must be submitted and pre-approved by the design engineer 5 days prior to the bid opening. If bidding contractor does not identify a manufacturer, the Town of

Watertown will assume that the specified product is included in the bid package and will not consider substitutions.

- B. Test Data: Submit listing of all applicable test data for compliance to specifications. All testing to be performed by independent sources following applicable ASTM or other internationally recognized standards and procedures.

1.4 QUALITY ASSURANCE

- A. Contractor is responsible for installation of the Brock YSR shock pad and synthetic turf/infill.

PART 2 PRODUCTS

2.1 RESILIENT POLYPROPYLENE BASE MATERIAL

- A. Brock YSR.

PART 3 EXECUTION

3.1 CONSTRUCTION

- A. Installation
 - 1. Per manufacturer's recommendation - obtain written and/or video installation instructions and procedures from the manufacturer.

- B. Surplus Material

Surplus materials shall be the offered to the Town. If the town reject the surplus material, the Contractor shall dispose of the materials.

3.2 PROTECTION

- A. Protection of Existing Structures
 - 1. All existing foundations, conduits, wall, pipes, wires, poles, fences, property line markers and other items which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the Contractor. Should such items be damaged, they shall be restored by the Contractor to at least as good condition as that in which they were found immediately before the Work began.

3.3 PROJECT COMPLETION

- A. Upon completion of installation, a walk-through will be conducted to inspect the quality of work and ensure all details meet specifications.
- B. A punch list of unacceptable or incomplete items will be documented and agreed upon for completion prior to final project closeout and acceptance.

3.4 ACCEPTANCE

- A. Finished synthetic base installation workmanship must be approved in advance. Approvals to be based on a physical inspection performed at the site prior to installation of any synthetic turf material.
- B. Any approvals sought after turf installation will be declined. Any associated repair or replacement costs associated with rework of the synthetic base will be the responsibility of the turf contractor.

END OF SECTION

SECTION 02792

SYNTHETIC TURF SYSTEM

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools, and equipment necessary to install, in place, all synthetic turf material as indicated on the plans and as specified herein. The installation of all new materials shall be performed in strict accordance with the Manufacturer's written installation instructions, and in accordance with all approved shop drawings.
- B. Related Sections
 - 1. 02620: Synthetic Base Material and Performance

1.2 REFERENCES

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this section.

1.3 SUBMITTALS

- A. Submit Certified Field Builder documentation as provided by American Sports Builders Association (ASBA).
- B. Prior to ordering materials, the Synthetic Turf Manufacturer shall submit the following:
 - 1. Shop drawings shall be prepared at the scale of the construction documents and contain all pertinent information regarding installation. These drawings shall be submitted to the Owner and the Engineer for approval prior to the manufacturing and shipment of materials.
 - a. Submit drawings for:
 - 1) Installation details, edge detail, attachment detail, other inserts, and covers, etc., as required by contract.
 - 2) Striping plan showing any field lines, markings and boundaries, and field logos per project drawings.
 - b. Warranty information
 - 2. Details on construction, especially any details that may deviate from plans and specifications.
 - 3. Prior to the beginning of installation, the Synthetic Turf Contractor shall verify the base for planarity and permeability. Upon approval from the Town that compaction/planarity and drainage/permeability specifications have been achieved the installation of synthetic turf will proceed as arranged. Prior to Final Acceptance, the Synthetic Turf Contractor shall verify payment to sub-contractors and suppliers and submit to the Owner three (3) copies of Executed Warranty Documents and Maintenance Manuals, which will include

necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and striping (if applicable).

4. Submit a synthetic turf sample, 12 x 12 inches of the product proposed.
5. Submit a letter with any deviation from the specifications with the bid for approval.
6. Submit warranties for the turf and shock pad as part of the submittal.

1.4 QUALITY ASSURANCE

A. Quality Control in Manufacturing

1. Shall be experienced in the manufacture and installation of specified type of infilled slit-film/monofilament synthetic grass system for a minimum of three years. This includes a slit-film/monofilament fiber, backing, the backing coating, and the installation method.

Shall have 1000 fields or more in play for at least two years. Fields shall be 65,000 ft² or more

2. Shall have a minimum of 500 fields that are at least 8 years old, which is equal to the respective warranty period, with the same infill system.
3. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of specified slit-film/monofilament material, including sewing seams and proper installation of the infill mixture.

B. The pile height shall be 2.0 inches.

C. Warranty: The Synthetic Turf Contractor shall submit their Manufacturer's Warranty, which guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of Substantial Completion.

1. The warranty submitted must have the following characteristics:
 - a. Must provide full-field coverage for eight (8) years from date of Substantial Completion. The manufacturer's warranty shall include general wear and damage caused from UV degradation. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an "AM Best" A rated carrier and must reflect the following values:
 - Pre-Paid 8-year insured warranty from a single source.
 - Maximum per claim coverage amount of \$10,000,000.
 - Minimum of thirty-three million dollars (\$2,000,000) annual.

- Must cover full 100% replacement value of total square footage installed, minimum of \$8.00 per sq ft. (in case of complete product failure, which will include removal and disposal of the existing surface)
 - Provide a sample copy of insured, non-prorated warranty and insurance policy information.
 - Policy cannot include any form of deductible to be paid by the Owner.
- D. The artificial grass system must maintain a G-max of less than 120 for the life of the Warranty as per ASTM F1936

1.5 EXISTING CONDITIONS

- A. The surface on which the new synthetic turf is to be installed is an existing stone base, Therefore the Synthetic Turf Contractor will be responsible for any damage due to negligence to the stone base during removal/installation of the synthetic turf system provided there are no failures below the surface which contribute to the damage. The Contractor is responsible for any repair/adjustment to the existing concrete curb, nailer, etc.

1.6 SCHEDULE

- A. The Synthetic Turf Contractor shall complete all work on the synthetic turf system in accordance with the published project schedule, and in compliance with manufacturing procurement times as mutually agreed upon and identified in final contract negotiations.
- B. The Synthetic Turf Contractor will be provided with use of an area within one-hundred (100) feet of the synthetic turf area(s) being installed. The Synthetic Turf Contractor shall be afforded access through the construction site to reach the synthetic turf field area being installed.

1.7 SURFACE AREA

- A. The Synthetic Turf Contractor is to verify all measurements.
- B. Base acceptance after laser grading will be based on planarity of ¼" tolerance over a 10ft straight edge. Deviations from this tolerance are to be corrected by the Synthetic Turf Contractor. Any additional stone required for laser grading will be provided by the Contractor at no additional cost to the Town.
- C. The Synthetic Turf Contractor shall provide G-max testing at completion of the installation. Test results will be provided from an independent third-party testing company verifying that the field does not exceed an average G-max of 120 at completion. The Synthetic Turf Contractor will warrant the fields to not exceed a G-max of 120 for the 8-year warranty period. G-max testing shall be provided annually for 8 years. All testing results shall be copied to the town and the engineer.
- D. To be included in the Contractors bid price, the Contractor shall provide painting of the field for the first year. Painting shall be done in the fall season and in the spring season.

- E. The final surface of the synthetic surface shall be at a uniform height. Any inlays, logos, hash marks, numbers, etc should be at the same height as the remainder of the field.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Artificial grass materials shall consist of the following:
1. Carpet made of slit-film and monofilament polyethylene fibers tufted together into each individual stitch, into the backing. Alternating row monofilament and slit-film carpet constructions are not permitted.
 2. Infill: Controlled mixture of graded sand and rubber crumb that partially covers the carpet.
 3. Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass slit-film/monofilament

- B. The installed artificial grass slit-film/monofilament for the base bid shall have the following properties:

Standard	Property	Specification
ASTM D1577	Pile Yarn Type	UV-resistant polyethylene
	Yarn Structure – A	Slit-Film
	Yarn Denier - A	5,000
	Yarn Structure – B	Ridged Monofilament
ASTM D5823	Yarn Denier – B	10,800
	Pile Height	2.0”
ASTM D5848	Pile Weight	46 + oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	> 10 + lbs
ASTM D4491	Carpet Permeability	> 40 inches/hour
ASTM F1936	Impact Attenuation (Gmax)	< 120
	Infill Material Depth	1.25 inches
	Sand Infill Component*	4.5 lbs/square foot
	Organic Infill Component*	1.0 lbs/square foot

*Infill may be adjusted by manufacturer with approval from engineer.

- A. The manufacturer’s in-house certified inspectors shall verify “pick count”, yarn density in relation to the backing, to ensure the accurate amount of face yarn per

square inch.

- B. Artificial turf panel seams shall be sewn along the selvedge edging flap of the turf roll. Seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or as required by the specifications.
 2. Seams shall be flat, tight, and permanent with no separation or fraying.
 3. In the case of logos, field fibers must be sheared to the backing (do not cut the backing) and adhered using hot melt adhesives. All finish fibers shall be the same height.

Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a mix of sand and rubber. The Infill shall be installed to the depth leaving a 3/4" reveal. The infill shall consist of an engineered wood particles of virgin natural pine , grown and manufactured in the USA. Infill shall not degrade as infill defined as a minimum of 80% of the material will fall between sieve screens of .8mm-2mm. Infill shall have a 10-year warranty.

END OF SECTION

ATTACHMENT A

DEPARTMENT OF LABOR AND STANDARDS
PREVAILING WAGE RATES



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Watertown
Contract Number: 2023-039 **City/Town:** WATERTOWN
Description of Work: The work consists of the reconstruction improvements of the existing multiuse synthetic turf field located at 40 Orchard Street, Watertown, MA, as shown on the construction drawings.
Job Location: 40 Orchard Street, Watertown, MA 02472

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

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

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

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
2	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
3	70	\$33.16	\$7.07	\$14.23	\$0.00	\$54.46
4	75	\$35.53	\$7.07	\$15.24	\$0.00	\$57.84
5	80	\$37.90	\$7.07	\$16.25	\$0.00	\$61.22
6	85	\$40.26	\$7.07	\$17.28	\$0.00	\$64.61
7	90	\$42.63	\$7.07	\$18.28	\$0.00	\$67.98
8	95	\$45.00	\$7.07	\$19.32	\$0.00	\$71.39

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (WALTHAM)	08/01/2022	\$59.15	\$11.49	\$22.34	\$0.00	\$92.98
	02/01/2023	\$60.35	\$11.49	\$22.34	\$0.00	\$94.18
	08/01/2023	\$62.40	\$11.49	\$22.34	\$0.00	\$96.23
	02/01/2024	\$63.65	\$11.49	\$22.34	\$0.00	\$97.48
	08/01/2024	\$65.75	\$11.49	\$22.34	\$0.00	\$99.58
	02/01/2025	\$67.05	\$11.49	\$22.34	\$0.00	\$100.88
	08/01/2025	\$69.20	\$11.49	\$22.34	\$0.00	\$103.03
	02/01/2026	\$70.55	\$11.49	\$22.34	\$0.00	\$104.38
	08/01/2026	\$72.75	\$11.49	\$22.34	\$0.00	\$106.58
	02/01/2027	\$74.15	\$11.49	\$22.34	\$0.00	\$107.98

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Waltham

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.58	\$11.49	\$22.34	\$0.00	\$63.41
2	60	\$35.49	\$11.49	\$22.34	\$0.00	\$69.32
3	70	\$41.41	\$11.49	\$22.34	\$0.00	\$75.24
4	80	\$47.32	\$11.49	\$22.34	\$0.00	\$81.15
5	90	\$53.24	\$11.49	\$22.34	\$0.00	\$87.07

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.18	\$11.49	\$22.34	\$0.00	\$64.01
2	60	\$36.21	\$11.49	\$22.34	\$0.00	\$70.04
3	70	\$42.25	\$11.49	\$22.34	\$0.00	\$76.08
4	80	\$48.28	\$11.49	\$22.34	\$0.00	\$82.11
5	90	\$54.32	\$11.49	\$22.34	\$0.00	\$88.15

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
LABORERS - FOUNDATION AND MARINE						
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
LABORERS - FOUNDATION AND MARINE						
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
LABORERS - FOUNDATION AND MARINE						
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
LABORERS - ZONE 1	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.89	\$8.68	\$1.73	\$0.00	\$33.30
2	60	\$27.47	\$8.68	\$1.73	\$0.00	\$37.88
3	70	\$32.05	\$8.68	\$14.78	\$0.00	\$55.51
4	75	\$34.34	\$8.68	\$14.78	\$0.00	\$57.80
5	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
6	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
7	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12
8	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.71/ 3&4 \$36.93/ 5&6 \$56.82/ 7&8 \$63.06

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2022	\$28.62	\$7.21	\$5.80	\$0.00	\$41.63
CARPENTERS -ZONE 2 (Wood Frame)	04/01/2023	\$28.97	\$7.21	\$5.80	\$0.00	\$41.98

All Aspects of New Wood Frame Work

Apprentice - CARPENTER (Wood Frame) - Zone 2**Effective Date -** 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$14.31	\$7.21	\$0.00	\$0.00	\$21.52
2	50	\$14.31	\$7.21	\$0.00	\$0.00	\$21.52
3	55	\$15.74	\$7.21	\$2.00	\$0.00	\$24.95
4	55	\$15.74	\$7.21	\$2.00	\$0.00	\$24.95
5	70	\$20.03	\$7.21	\$5.80	\$0.00	\$33.04
6	70	\$20.03	\$7.21	\$5.80	\$0.00	\$33.04
7	80	\$22.90	\$7.21	\$5.80	\$0.00	\$35.91
8	80	\$22.90	\$7.21	\$5.80	\$0.00	\$35.91

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$14.49	\$7.21	\$0.00	\$0.00	\$21.70
2	50	\$14.49	\$7.21	\$0.00	\$0.00	\$21.70
3	55	\$15.93	\$7.21	\$2.00	\$0.00	\$25.14
4	55	\$15.93	\$7.21	\$2.00	\$0.00	\$25.14
5	70	\$20.28	\$7.21	\$5.80	\$0.00	\$33.29
6	70	\$20.28	\$7.21	\$5.80	\$0.00	\$33.29
7	80	\$23.18	\$7.21	\$5.80	\$0.00	\$36.19
8	80	\$23.18	\$7.21	\$5.80	\$0.00	\$36.19

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$20.09/ 3&4 \$24.95/ 5&6 \$33.04/ 7&8 \$35.91

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING

BRICKLAYERS LOCAL 3 (WALTHAM)

01/01/2023

\$49.45

\$12.75

\$22.74

\$0.87

\$85.81

07/01/2023

\$50.59

\$12.75

\$22.74

\$0.87

\$86.95

01/01/2024

\$51.73

\$12.75

\$22.74

\$0.87

\$88.09

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Waltham)
Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.73	\$12.75	\$15.49	\$0.00	\$52.97
2	60	\$29.67	\$12.75	\$22.74	\$0.87	\$66.03
3	65	\$32.14	\$12.75	\$22.74	\$0.87	\$68.50
4	70	\$34.62	\$12.75	\$22.74	\$0.87	\$70.98
5	75	\$37.09	\$12.75	\$22.74	\$0.87	\$73.45
6	80	\$39.56	\$12.75	\$22.74	\$0.87	\$75.92
7	90	\$44.51	\$12.75	\$22.74	\$0.87	\$80.87

Effective Date - 07/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:3

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

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$58.28	\$13.00	\$21.35	\$0.00	\$92.63
	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.31	\$13.00	\$0.70	\$0.00	\$37.01
2	40	\$23.31	\$13.00	\$0.70	\$0.00	\$37.01
3	45	\$26.23	\$13.00	\$15.87	\$0.00	\$55.10
4	45	\$26.23	\$13.00	\$15.87	\$0.00	\$55.10
5	50	\$29.14	\$13.00	\$16.36	\$0.00	\$58.50
6	55	\$32.05	\$13.00	\$16.86	\$0.00	\$61.91
7	60	\$34.97	\$13.00	\$17.36	\$0.00	\$65.33
8	65	\$37.88	\$13.00	\$17.86	\$0.00	\$68.74
9	70	\$40.80	\$13.00	\$18.35	\$0.00	\$72.15
10	75	\$43.71	\$13.00	\$18.86	\$0.00	\$75.57

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
2	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
3	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
4	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
5	50	\$29.62	\$13.00	\$16.63	\$0.00	\$59.25
6	55	\$32.58	\$13.00	\$17.13	\$0.00	\$62.71
7	60	\$35.54	\$13.00	\$17.63	\$0.00	\$66.17
8	65	\$38.50	\$13.00	\$18.13	\$0.00	\$69.63
9	70	\$41.46	\$13.00	\$18.62	\$0.00	\$73.08
10	75	\$44.42	\$13.00	\$19.13	\$0.00	\$76.55

Notes: :

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
ELEVATOR CONSTRUCTORS LOCAL 4						

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELEVATOR CONSTRUCTOR - Local 4							
Effective Date - 01/01/2022							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84	
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33	
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89	
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17	
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74	
<div>Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year</div>							
Apprentice to Journeyworker Ratio:1:1							
ELEVATOR CONSTRUCTOR HELPER		01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)		12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
LABORERS - ZONE 1 (HEAVY & HIGHWAY)		06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
		12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
		06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
		12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
		06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
		12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
		06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
		12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY		11/05/2022	\$48.67	\$14.25	\$16.05	\$0.00	\$78.97
OPERATING ENGINEERS LOCAL 4		05/01/2023	\$49.91	\$14.25	\$16.05	\$0.00	\$80.21
		11/01/2023	\$51.15	\$14.25	\$16.05	\$0.00	\$81.45
		05/01/2024	\$52.39	\$14.25	\$16.05	\$0.00	\$82.69
		11/01/2024	\$53.68	\$14.25	\$16.05	\$0.00	\$83.98
		05/01/2025	\$55.12	\$14.25	\$16.05	\$0.00	\$85.42
		11/01/2025	\$56.41	\$14.25	\$16.05	\$0.00	\$86.71
		05/01/2026	\$57.85	\$14.25	\$16.05	\$0.00	\$88.15
		11/01/2026	\$59.14	\$14.25	\$16.05	\$0.00	\$89.44
		05/01/2027	\$60.57	\$14.25	\$16.05	\$0.00	\$90.87
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2022	\$50.22	\$14.25	\$16.05	\$0.00	\$80.52
	05/01/2023	\$51.47	\$14.25	\$16.05	\$0.00	\$81.77
	11/01/2023	\$52.72	\$14.25	\$16.05	\$0.00	\$83.02
	05/01/2024	\$53.97	\$14.25	\$16.05	\$0.00	\$84.27
	11/01/2024	\$55.27	\$14.25	\$16.05	\$0.00	\$85.57
	05/01/2025	\$56.72	\$14.25	\$16.05	\$0.00	\$87.02
	11/01/2025	\$58.02	\$14.25	\$16.05	\$0.00	\$88.32
	05/01/2026	\$59.47	\$14.25	\$16.05	\$0.00	\$89.77
	11/01/2026	\$60.77	\$14.25	\$16.05	\$0.00	\$91.07
	05/01/2027	\$62.22	\$14.25	\$16.05	\$0.00	\$92.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2022	\$24.31	\$14.25	\$16.05	\$0.00	\$54.61
	05/01/2023	\$25.05	\$14.25	\$16.05	\$0.00	\$55.35
	11/01/2023	\$25.78	\$14.25	\$16.05	\$0.00	\$56.08
	05/01/2024	\$26.51	\$14.25	\$16.05	\$0.00	\$56.81
	11/01/2024	\$27.27	\$14.25	\$16.05	\$0.00	\$57.57
	05/01/2025	\$28.12	\$14.25	\$16.05	\$0.00	\$58.42
	11/01/2025	\$28.88	\$14.25	\$16.05	\$0.00	\$59.18
	05/01/2026	\$29.73	\$14.25	\$16.05	\$0.00	\$60.03
	11/01/2026	\$30.49	\$14.25	\$16.05	\$0.00	\$60.79
	05/01/2027	\$31.34	\$14.25	\$16.05	\$0.00	\$61.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$58.28	\$13.00	\$21.35	\$0.00	\$92.63
	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$43.54	\$14.25	\$16.05	\$0.00	\$73.84
	06/01/2023	\$44.56	\$14.25	\$16.05	\$0.00	\$74.86
	12/01/2023	\$45.57	\$14.25	\$16.05	\$0.00	\$75.87
	06/01/2024	\$46.63	\$14.25	\$16.05	\$0.00	\$76.93
	12/01/2024	\$47.81	\$14.25	\$16.05	\$0.00	\$78.11
	06/01/2025	\$48.87	\$14.25	\$16.05	\$0.00	\$79.17
	12/01/2025	\$50.04	\$14.25	\$16.05	\$0.00	\$80.34
	06/01/2026	\$51.10	\$14.25	\$16.05	\$0.00	\$81.40
	12/01/2026	\$52.28	\$14.25	\$16.05	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2022	\$25.23	\$9.35	\$17.82	\$0.00	\$52.40
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2023	\$25.98	\$9.35	\$17.82	\$0.00	\$53.15
	12/01/2023	\$25.98	\$9.35	\$17.82	\$0.00	\$53.15
	06/01/2024	\$27.01	\$9.35	\$17.82	\$0.00	\$54.18
	12/01/2024	\$27.01	\$9.35	\$17.82	\$0.00	\$54.18
	06/01/2025	\$28.09	\$9.35	\$17.82	\$0.00	\$55.26
	12/01/2025	\$28.09	\$9.35	\$17.82	\$0.00	\$55.26
	06/01/2026	\$29.21	\$9.35	\$17.82	\$0.00	\$56.38
	12/01/2026	\$29.21	\$9.35	\$17.82	\$0.00	\$56.38

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

FLOORCOVERER	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88
FLOORCOVERERS LOCAL 2168 ZONE I						

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

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

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

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$8.65	\$0.00	\$0.00	\$32.03
2	55	\$25.72	\$8.65	\$6.27	\$0.00	\$40.64
3	60	\$28.06	\$8.65	\$6.84	\$0.00	\$43.55
4	65	\$30.39	\$8.65	\$7.41	\$0.00	\$46.45
5	70	\$32.73	\$8.65	\$19.63	\$0.00	\$61.01
6	75	\$35.07	\$8.65	\$20.20	\$0.00	\$63.92
7	80	\$37.41	\$8.65	\$20.77	\$0.00	\$66.83
8	90	\$42.08	\$8.65	\$21.91	\$0.00	\$72.64

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2022	\$53.66	\$14.11	\$26.64	\$2.83	\$97.24
	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$58.28	\$13.00	\$21.35	\$0.00	\$92.63
For apprentice rates see "Apprentice- ELECTRICIAN"	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2022	\$53.66	\$14.11	\$26.64	\$2.83	\$97.24
	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$43.33	\$9.35	\$17.82	\$0.00	\$70.50
	06/01/2023	\$44.33	\$9.35	\$17.82	\$0.00	\$71.50
	12/01/2023	\$45.58	\$9.35	\$17.82	\$0.00	\$72.75
	06/01/2024	\$47.06	\$9.35	\$17.82	\$0.00	\$74.23
	12/01/2024	\$48.53	\$9.35	\$17.82	\$0.00	\$75.70
	06/01/2025	\$50.03	\$9.35	\$17.82	\$0.00	\$77.20
	12/01/2025	\$51.53	\$9.35	\$17.82	\$0.00	\$78.70
	06/01/2026	\$53.08	\$9.35	\$17.82	\$0.00	\$80.25
	12/01/2026	\$54.58	\$9.35	\$17.82	\$0.00	\$81.75
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

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

Effective Date - 09/01/2022

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

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

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2022

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

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
LABORERS - ZONE 1	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
LABORERS - ZONE 1	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
LABORERS - ZONE 1	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
LABORERS - ZONE 1	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	06/01/2024	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2022	\$45.29	\$11.49	\$20.37	\$0.00	\$77.15
	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

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

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.65	\$11.49	\$20.37	\$0.00	\$54.51
2	60	\$27.17	\$11.49	\$20.37	\$0.00	\$59.03
3	70	\$31.70	\$11.49	\$20.37	\$0.00	\$63.56
4	80	\$36.23	\$11.49	\$20.37	\$0.00	\$68.09
5	90	\$40.76	\$11.49	\$20.37	\$0.00	\$72.62

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$11.49	\$20.37	\$0.00	\$54.99
2	60	\$27.75	\$11.49	\$20.37	\$0.00	\$59.61
3	70	\$32.38	\$11.49	\$20.37	\$0.00	\$64.24
4	80	\$37.00	\$11.49	\$20.37	\$0.00	\$68.86
5	90	\$41.63	\$11.49	\$20.37	\$0.00	\$73.49

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	08/01/2022	\$59.17	\$11.49	\$22.31	\$0.00	\$92.97
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

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

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.59	\$11.49	\$22.31	\$0.00	\$63.39
2	60	\$35.50	\$11.49	\$22.31	\$0.00	\$69.30
3	70	\$41.42	\$11.49	\$22.31	\$0.00	\$75.22
4	80	\$47.34	\$11.49	\$22.31	\$0.00	\$81.14
5	90	\$53.25	\$11.49	\$22.31	\$0.00	\$87.05

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.19	\$11.49	\$22.31	\$0.00	\$63.99
2	60	\$36.22	\$11.49	\$22.31	\$0.00	\$70.02
3	70	\$42.26	\$11.49	\$22.31	\$0.00	\$76.06
4	80	\$48.30	\$11.49	\$22.31	\$0.00	\$82.10
5	90	\$54.33	\$11.49	\$22.31	\$0.00	\$88.13

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1)	01/02/2023	\$47.27	\$8.58	\$21.57	\$0.00	\$77.42
MILLWRIGHTS LOCAL 1121 - Zone 1						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 1						
Effective Date - 01/02/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.00	\$8.58	\$5.72	\$0.00	\$40.30
2	65	\$30.73	\$8.58	\$17.93	\$0.00	\$57.24
3	75	\$35.45	\$8.58	\$18.98	\$0.00	\$63.01
4	85	\$40.18	\$8.58	\$20.01	\$0.00	\$68.77
Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:4						
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MORTAR MIXER	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
LABORERS - ZONE 1	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
<hr/>						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2022	\$24.37	\$14.25	\$16.05	\$0.00	\$54.67
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$24.94	\$14.25	\$16.05	\$0.00	\$55.24
	12/01/2023	\$25.51	\$14.25	\$16.05	\$0.00	\$55.81
	06/01/2024	\$26.11	\$14.25	\$16.05	\$0.00	\$56.41
	12/01/2024	\$26.77	\$14.25	\$16.05	\$0.00	\$57.07
	06/01/2025	\$27.37	\$14.25	\$16.05	\$0.00	\$57.67
	12/01/2025	\$28.03	\$14.25	\$16.05	\$0.00	\$58.33
	06/01/2026	\$28.62	\$14.25	\$16.05	\$0.00	\$58.92
	12/01/2026	\$29.29	\$14.25	\$16.05	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
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OILER (TRUCK CRANES, GRADALLS)	12/01/2022	\$29.57	\$14.25	\$16.05	\$0.00	\$59.87
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$30.27	\$14.25	\$16.05	\$0.00	\$60.57
	12/01/2023	\$30.96	\$14.25	\$16.05	\$0.00	\$61.26
	06/01/2024	\$31.68	\$14.25	\$16.05	\$0.00	\$61.98
	12/01/2024	\$32.48	\$14.25	\$16.05	\$0.00	\$62.78
	06/01/2025	\$33.20	\$14.25	\$16.05	\$0.00	\$63.50
	12/01/2025	\$34.00	\$14.25	\$16.05	\$0.00	\$64.30
	06/01/2026	\$34.72	\$14.25	\$16.05	\$0.00	\$65.02
	12/01/2026	\$35.52	\$14.25	\$16.05	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
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OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
<i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$8.65	\$0.00	\$0.00	\$32.73
2	55	\$26.49	\$8.65	\$6.27	\$0.00	\$41.41
3	60	\$28.90	\$8.65	\$6.84	\$0.00	\$44.39
4	65	\$31.30	\$8.65	\$7.41	\$0.00	\$47.36
5	70	\$33.71	\$8.65	\$19.63	\$0.00	\$61.99
6	75	\$36.12	\$8.65	\$20.20	\$0.00	\$64.97
7	80	\$38.53	\$8.65	\$20.77	\$0.00	\$67.95
8	90	\$43.34	\$8.65	\$21.91	\$0.00	\$73.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$8.65	\$0.00	\$0.00	\$31.16
2	55	\$24.76	\$8.65	\$6.27	\$0.00	\$39.68
3	60	\$27.01	\$8.65	\$6.84	\$0.00	\$42.50
4	65	\$29.26	\$8.65	\$7.41	\$0.00	\$45.32
5	70	\$31.51	\$8.65	\$19.63	\$0.00	\$59.79
6	75	\$33.77	\$8.65	\$20.20	\$0.00	\$62.62
7	80	\$36.02	\$8.65	\$20.77	\$0.00	\$65.44
8	90	\$40.52	\$8.65	\$21.91	\$0.00	\$71.08

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$8.65	\$0.00	\$0.00	\$31.76
2	55	\$25.42	\$8.65	\$6.27	\$0.00	\$40.34
3	60	\$27.73	\$8.65	\$6.84	\$0.00	\$43.22
4	65	\$30.04	\$8.65	\$19.06	\$0.00	\$57.75
5	70	\$32.35	\$8.65	\$19.63	\$0.00	\$60.63
6	75	\$34.67	\$8.65	\$20.20	\$0.00	\$63.52
7	80	\$36.98	\$8.65	\$20.77	\$0.00	\$66.40
8	90	\$41.60	\$8.65	\$21.91	\$0.00	\$72.16

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$8.65	\$0.00	\$0.00	\$32.03
2	55	\$25.72	\$8.65	\$6.27	\$0.00	\$40.64
3	60	\$28.06	\$8.65	\$6.84	\$0.00	\$43.55
4	65	\$30.39	\$8.65	\$7.41	\$0.00	\$46.45
5	70	\$32.73	\$8.65	\$19.63	\$0.00	\$61.01
6	75	\$35.07	\$8.65	\$20.20	\$0.00	\$63.92
7	80	\$37.41	\$8.65	\$20.77	\$0.00	\$66.83
8	90	\$42.08	\$8.65	\$21.91	\$0.00	\$72.64

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$8.65	\$0.00	\$0.00	\$30.46
2	55	\$23.99	\$8.65	\$6.27	\$0.00	\$38.91
3	60	\$26.17	\$8.65	\$6.84	\$0.00	\$41.66
4	65	\$28.35	\$8.65	\$7.41	\$0.00	\$44.41
5	70	\$30.53	\$8.65	\$19.63	\$0.00	\$58.81
6	75	\$32.72	\$8.65	\$20.20	\$0.00	\$61.57
7	80	\$34.90	\$8.65	\$20.77	\$0.00	\$64.32
8	90	\$39.26	\$8.65	\$21.91	\$0.00	\$69.82

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$8.65	\$0.00	\$0.00	\$31.06
2	55	\$24.65	\$8.65	\$6.27	\$0.00	\$39.57
3	60	\$26.89	\$8.65	\$6.84	\$0.00	\$42.38
4	65	\$29.13	\$8.65	\$7.41	\$0.00	\$45.19
5	70	\$31.37	\$8.65	\$19.63	\$0.00	\$59.65
6	75	\$33.62	\$8.65	\$20.20	\$0.00	\$62.47
7	80	\$35.86	\$8.65	\$20.77	\$0.00	\$65.28
8	90	\$40.34	\$8.65	\$21.91	\$0.00	\$70.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2022	\$42.58	\$9.35	\$17.82	\$0.00	\$69.75
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2023	\$43.58	\$9.35	\$17.82	\$0.00	\$70.75
	12/01/2023	\$44.83	\$9.35	\$17.82	\$0.00	\$72.00
	06/01/2024	\$46.31	\$9.35	\$17.82	\$0.00	\$73.48
	12/01/2024	\$47.78	\$9.35	\$17.82	\$0.00	\$74.95
	06/01/2025	\$49.28	\$9.35	\$17.82	\$0.00	\$76.45
	12/01/2025	\$50.78	\$9.35	\$17.82	\$0.00	\$77.95
	06/01/2026	\$52.33	\$9.35	\$17.82	\$0.00	\$79.50
	12/01/2026	\$53.83	\$9.35	\$17.82	\$0.00	\$81.00
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
PIPEFITTERS LOCAL 537						

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2021

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

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
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	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
LABORERS - ZONE 1						
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
LABORERS - ZONE 1 (HEAVY & HIGHWAY)						
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PLUMBERS & GASFITTERS	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
PLUMBERS & GASFITTERS LOCAL 12	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.22	\$14.07	\$6.63	\$0.00	\$42.92
2	40	\$25.40	\$14.07	\$7.52	\$0.00	\$46.99
3	55	\$34.92	\$14.07	\$10.24	\$0.00	\$59.23
4	65	\$41.27	\$14.07	\$12.04	\$0.00	\$67.38
5	75	\$47.62	\$14.07	\$13.85	\$0.00	\$75.54

Effective Date - 02/26/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
PIPEFITTERS LOCAL 537						

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

PNEUMATIC DRILL/TOOL OPERATOR	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
LABORERS - ZONE 1	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2022	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	06/01/2023	\$45.18	\$9.10	\$17.57	\$0.00	\$71.85
	12/01/2023	\$46.43	\$9.10	\$17.57	\$0.00	\$73.10
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$43.58	\$9.35	\$17.82	\$0.00	\$70.75
	06/01/2023	\$44.58	\$9.35	\$17.82	\$0.00	\$71.75
	12/01/2023	\$45.83	\$9.35	\$17.82	\$0.00	\$73.00
	06/01/2024	\$47.31	\$9.35	\$17.82	\$0.00	\$74.48
	12/01/2024	\$48.78	\$9.35	\$17.82	\$0.00	\$75.95
	06/01/2025	\$50.28	\$9.35	\$17.82	\$0.00	\$77.45
	12/01/2025	\$51.78	\$9.35	\$17.82	\$0.00	\$78.95
	06/01/2026	\$53.33	\$9.35	\$17.82	\$0.00	\$80.50
	12/01/2026	\$54.83	\$9.35	\$17.82	\$0.00	\$82.00
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012) <i>TEAMSTERS 25 (Suburban) - Aggregate</i>	08/01/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$57.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 25 (Suburban) - Aggregate</i>	08/01/2022	\$30.50	\$11.91	\$15.25	\$0.00	\$57.66
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE I</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2022	\$48.53	\$12.28	\$19.45	\$0.00	\$80.26
	02/01/2023	\$49.78	\$12.28	\$19.45	\$0.00	\$81.51
	08/01/2023	\$51.28	\$12.28	\$19.45	\$0.00	\$83.01
	02/01/2024	\$52.53	\$12.28	\$19.45	\$0.00	\$84.26
	08/01/2024	\$54.03	\$12.28	\$19.45	\$0.00	\$85.76
	02/01/2025	\$55.28	\$12.28	\$19.45	\$0.00	\$87.01
	08/01/2025	\$56.78	\$12.28	\$19.45	\$0.00	\$88.51
	02/01/2026	\$58.03	\$12.28	\$19.45	\$0.00	\$89.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ROOFER - Local 33

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.27	\$12.28	\$5.21	\$0.00	\$41.76
2	60	\$29.12	\$12.28	\$19.45	\$0.00	\$60.85
3	65	\$31.54	\$12.28	\$19.45	\$0.00	\$63.27
4	75	\$36.40	\$12.28	\$19.45	\$0.00	\$68.13
5	85	\$41.25	\$12.28	\$19.45	\$0.00	\$72.98

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.89	\$12.28	\$5.21	\$0.00	\$42.38
2	60	\$29.87	\$12.28	\$19.45	\$0.00	\$61.60
3	65	\$32.36	\$12.28	\$19.45	\$0.00	\$64.09
4	75	\$37.34	\$12.28	\$19.45	\$0.00	\$69.07
5	85	\$42.31	\$12.28	\$19.45	\$0.00	\$74.04

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2022	\$48.78	\$12.28	\$19.45	\$0.00	\$80.51
ROOFERS LOCAL 33	02/01/2023	\$50.03	\$12.28	\$19.45	\$0.00	\$81.76
	08/01/2023	\$51.53	\$12.28	\$19.45	\$0.00	\$83.26
	02/01/2024	\$52.78	\$12.28	\$19.45	\$0.00	\$84.51
	08/01/2024	\$54.28	\$12.28	\$19.45	\$0.00	\$86.01
	02/01/2025	\$55.53	\$12.28	\$19.45	\$0.00	\$87.26
	08/01/2025	\$57.03	\$12.28	\$19.45	\$0.00	\$88.76
	02/01/2026	\$58.28	\$12.28	\$19.45	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	08/01/2022	\$53.66	\$14.11	\$26.64	\$2.83	\$97.24
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

Apprentice - SHEET METAL WORKER - Local 17-A**Effective Date - 08/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.54	\$14.11	\$6.13	\$0.00	\$42.78
2	42	\$22.54	\$14.11	\$6.13	\$0.00	\$42.78
3	47	\$25.22	\$14.11	\$11.90	\$1.54	\$52.77
4	47	\$25.22	\$14.11	\$11.90	\$1.54	\$52.77
5	52	\$27.90	\$14.11	\$12.88	\$1.65	\$56.54
6	52	\$27.90	\$14.11	\$13.13	\$1.65	\$56.79
7	60	\$32.20	\$14.11	\$14.54	\$1.83	\$62.68
8	65	\$34.88	\$14.11	\$15.52	\$1.94	\$66.45
9	75	\$40.25	\$14.11	\$17.48	\$2.16	\$74.00
10	85	\$45.61	\$14.11	\$18.94	\$2.36	\$81.02

Effective Date - 02/01/2023

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

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2022	\$65.56	\$15.50	\$22.10	\$0.00	\$103.16
	03/01/2023	\$67.26	\$15.50	\$22.10	\$0.00	\$104.86
	10/01/2023	\$69.01	\$15.50	\$22.10	\$0.00	\$106.61
	03/01/2024	\$70.81	\$15.50	\$22.10	\$0.00	\$108.41
	10/01/2024	\$72.61	\$15.50	\$22.10	\$0.00	\$110.21
	03/01/2025	\$74.41	\$15.50	\$22.10	\$0.00	\$112.01

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1
Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.95	\$15.50	\$9.60	\$0.00	\$48.05
2	40	\$26.22	\$15.50	\$9.60	\$0.00	\$51.32
3	45	\$29.50	\$15.50	\$9.60	\$0.00	\$54.60
4	50	\$32.78	\$15.50	\$9.60	\$0.00	\$57.88
5	55	\$36.06	\$15.50	\$9.60	\$0.00	\$61.16
6	60	\$39.34	\$15.50	\$11.10	\$0.00	\$65.94
7	65	\$42.61	\$15.50	\$11.10	\$0.00	\$69.21
8	70	\$45.89	\$15.50	\$11.10	\$0.00	\$72.49
9	75	\$49.17	\$15.50	\$11.10	\$0.00	\$75.77
10	80	\$52.45	\$15.50	\$11.10	\$0.00	\$79.05

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.54	\$15.50	\$9.60	\$0.00	\$48.64
2	40	\$26.90	\$15.50	\$9.60	\$0.00	\$52.00
3	45	\$30.27	\$15.50	\$9.60	\$0.00	\$55.37
4	50	\$33.63	\$15.50	\$9.60	\$0.00	\$58.73
5	55	\$36.99	\$15.50	\$9.60	\$0.00	\$62.09
6	60	\$40.36	\$15.50	\$11.10	\$0.00	\$66.96
7	65	\$43.72	\$15.50	\$11.10	\$0.00	\$70.32
8	70	\$47.08	\$15.50	\$11.10	\$0.00	\$73.68
9	75	\$50.45	\$15.50	\$11.10	\$0.00	\$77.05
10	80	\$53.81	\$15.50	\$11.10	\$0.00	\$80.41

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	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
2	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
3	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
4	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
5	55	\$25.53	\$13.00	\$15.51	\$0.00	\$54.04
6	60	\$27.85	\$13.00	\$15.88	\$0.00	\$56.73
7	65	\$30.17	\$13.00	\$16.26	\$0.00	\$59.43
8	70	\$32.49	\$13.00	\$16.62	\$0.00	\$62.11
9	75	\$34.82	\$13.00	\$17.00	\$0.00	\$64.82
10	80	\$37.14	\$13.00	\$17.37	\$0.00	\$67.51

Effective Date - 03/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2022	\$58.09	\$11.49	\$22.34	\$0.00	\$91.92
	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.05	\$11.49	\$22.34	\$0.00	\$62.88
2	60	\$34.85	\$11.49	\$22.34	\$0.00	\$68.68
3	70	\$40.66	\$11.49	\$22.34	\$0.00	\$74.49
4	80	\$46.47	\$11.49	\$22.34	\$0.00	\$80.30
5	90	\$52.28	\$11.49	\$22.34	\$0.00	\$86.11

Effective Date - 02/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$54.81	\$9.35	\$18.42	\$0.00	\$82.58
	06/01/2023	\$55.81	\$9.35	\$18.42	\$0.00	\$83.58
	12/01/2023	\$57.06	\$9.35	\$18.42	\$0.00	\$84.83
	06/01/2024	\$58.54	\$9.35	\$18.42	\$0.00	\$86.31
	12/01/2024	\$60.01	\$9.35	\$18.42	\$0.00	\$87.78
	06/01/2025	\$61.51	\$9.35	\$18.42	\$0.00	\$89.28
	12/01/2025	\$63.01	\$9.35	\$18.42	\$0.00	\$90.78
	06/01/2026	\$64.56	\$9.35	\$18.42	\$0.00	\$92.33
	12/01/2026	\$66.06	\$9.35	\$18.42	\$0.00	\$93.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$56.81	\$9.35	\$18.42	\$0.00	\$84.58
	06/01/2023	\$57.81	\$9.35	\$18.42	\$0.00	\$85.58
	12/01/2023	\$59.06	\$9.35	\$18.42	\$0.00	\$86.83
	06/01/2024	\$60.54	\$9.35	\$18.42	\$0.00	\$88.31
	12/01/2024	\$62.01	\$9.35	\$18.42	\$0.00	\$89.78
	06/01/2025	\$63.51	\$9.35	\$18.42	\$0.00	\$91.28
	12/01/2025	\$65.01	\$9.35	\$18.42	\$0.00	\$92.78
	06/01/2026	\$66.56	\$9.35	\$18.42	\$0.00	\$94.33
	12/01/2026	\$68.06	\$9.35	\$18.42	\$0.00	\$95.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$46.88	\$9.35	\$18.42	\$0.00	\$74.65
	06/01/2023	\$47.88	\$9.35	\$18.42	\$0.00	\$75.65
	12/01/2023	\$49.13	\$9.35	\$18.42	\$0.00	\$76.90
	06/01/2024	\$50.61	\$9.35	\$18.42	\$0.00	\$78.38
	12/01/2024	\$52.08	\$9.35	\$18.42	\$0.00	\$79.85
	06/01/2025	\$53.58	\$9.35	\$18.42	\$0.00	\$81.35
	12/01/2025	\$55.08	\$9.35	\$18.42	\$0.00	\$82.85
	06/01/2026	\$56.63	\$9.35	\$18.42	\$0.00	\$84.40
	12/01/2026	\$58.13	\$9.35	\$18.42	\$0.00	\$85.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$48.88	\$9.35	\$18.42	\$0.00	\$76.65
	06/01/2023	\$49.88	\$9.35	\$18.42	\$0.00	\$77.65
	12/01/2023	\$51.13	\$9.35	\$18.42	\$0.00	\$78.90
	06/01/2024	\$52.61	\$9.35	\$18.42	\$0.00	\$80.38
	12/01/2024	\$54.08	\$9.35	\$18.42	\$0.00	\$81.85
	06/01/2025	\$55.58	\$9.35	\$18.42	\$0.00	\$83.35
	12/01/2025	\$57.08	\$9.35	\$18.42	\$0.00	\$84.85
	06/01/2026	\$58.63	\$9.35	\$18.42	\$0.00	\$86.40
	12/01/2026	\$60.13	\$9.35	\$18.42	\$0.00	\$87.90
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentices 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.

ATTACHMENT B

BROCK POWERBASE / YSR SPECIFICATIONS

Typical Properties & Specification

Product Number	PBYSR
Material Type	Expanded Polypropylene
Part Format	Interlocking panel
Part Size, nominal net coverage	24.15 sq ft per panel (2.24 sq m)
Part Thickness, nominal	1.00 in (25 mm)
Part Length, nominal	73.5 in (1867 mm)
Part Width, nominal	49.0 in (1245 mm)
Part Weight, nominal	5.2 lbs per panel (2.36 kg)

Property (Shock Pad Only)	Typical Value – Nominal Density	Specification	
Tensile Strength ¹	92 psi	> 80 psi	ASTM D3574-08 Test E
Tensile Elongation ¹	41%	> 30%	ASTM D3574-08 Test E
Compression Strength ² @ 25% strain @ 50% strain	26 psi 38 psi	> 20 psi > 30 psi	ASTM 3575-08 Test D
Compression Set ³ 35 psi for 30 minutes – Set after 24 hrs	7.2%	< 10%	Brock Test Method
Coefficient of Linear Thermal Expansion ⁴ per 1° C change	0.083 mm/m	< 0.10 mm/m	ASTM D696
Thermal Conductivity (Lambda Value) ⁵	0.0377 W/mK	Information Only	EN 12667:2001 / ISO 7345
Thermal Resistance (R Value) ⁵	0.64 Km ² /W	Information Only	EN 12667:2001 / ISO 7345
Water Absorption ⁶ After 24 hrs immersion	~ 1%	≤ 1%	DIN 534 28
Water Permeability ⁷	720 in / hr	> 500 in / hr	ASTM 1551 Suffix-DIN 18-035, Part 6
* Lateral Transmissivity ⁸ Flow Rate @ .005 Gradient Flow Rate @ .0075 Gradient Flow Rate @ .01 Gradient	0.57 gpm/ft 0.74 gpm/ft 0.90 gpm/ft	0.50 gpm/ft - -	ASTM D4716-14
Head Injury Criterion 1,000 - Critical Fall Height ⁹	1.2 m	1.2 m	ASTM F3146-18, Procedure A
Gmax ⁹	79 g	< 90 g	ASTM F355-16 Missile A
Shock Absorption ⁹	70%	> 60%	ASTM F3189-17
Vertical Deformation ⁹	9.7mm	< 10mm	ASTM F3189-17 Advanced Artificial Athlete
Vertical Deformation ⁹	6.9mm	< 7mm	EN 14809:2005 Artificial Athlete
Resistance to Chemicals ¹⁰	1 / 2	≤ 2	JSP Method based on ASTM F925
Resistance to Acid and Alkaline Liquids ¹¹ % tensile strength loss - 100yr model	0% after 12 days	0% after 12 days	EN 14030:2010 ISO 12960:1998
Resistance to Oxidation (Accelerated Aging) ¹² % tensile strength loss - 100yr model	6% after 56 days @ 110°C	6% after 56 days @ 110°C	EN ISO 13438:2004
Microbiological Analysis bacteria resistance ¹³ fungi resistance ¹⁴	No growth No growth	No growth No growth	ASTM G22-76 ASTM G21-96
Environmental Standards Testing Cradle to Cradle ¹⁵ Heavy Metals ^{16 / 17} VOC's ^{16 / 17} SVOC's ^{16 / 17} California Title 22 ¹⁷ California Proposition 65 ¹⁸	Certified Compliant to EPA human health standards, surface water quality, groundwater quality Compliant Certified	Certified Compliant to EPA human health standards, surface water quality, groundwater quality Compliant Certified	Cradle to Cradle Products Innovation Institute EPA 6010B, 7470A, 7471A EPA 8260B EPA 8270C California Code of Regulations, Title 22, Division 4.5, Chapter 11 California Proposition 6/614

DATA ARE TYPICAL PROPERTIES ONLY. THIS DOCUMENT DOES NOT CREATE ANY WARRANTY, EXPRESS OR IMPLIED

The Brock PowerBase product group includes PowerBase PRO, PowerBase YSR, Performance Base F24, Performance Base F20

* Note that ASTM D4716 flow rate and hydraulic transmissivity values are not an indication of overall athletic field drainage performance.

¹⁻¹⁸ Test reports available upon request

Technical Guidelines

Brock PowerBase YSR

Synthetic Base System for Synthetic Turf Fields

Materials, Installation, and Performance Guidelines for Synthetic (Drainage and Impact) Underlayment

Synthetic Base Material and Performance

Scope:

This document defines requirements for the installation and operating performance of an athletic field synthetic base underlayment material needed for a professional-grade synthetic turf field. Defined are the primary system requirements for insuring quality, environmental compatibility, optimum safety of the playing surface (impact attenuation/surface playability) and high capacity subsurface drainage of the installed playing field.

Specifications listed are defined per applicable ASTM standard test methods, or other national or internationally recognized testing standards. All other specifications and tolerances listed shall be defined under standard ANSI and/or ISO drawing and specification rules.

Note: This specification requires prior installation of stabilized subsurface base, including a perimeter foundation-grade concrete curb and high-capacity trenched storm drain system.

Part 1: Specification References

1.1 Related Specification Sections

Section 02319: Sub-Grade Foundation and Drainage
Section 02792: Synthetic Turf System

Part 2: Testing References

2.1 American Society for Testing and Materials (ASTM), International Standards Organization (ISO), European Committee for Standardization (EN), German Institute for Standardization (DIN), Cradle to Cradle Products Innovation Institute (C2CPII), Environmental Protection Agency (EPA):

ASTM D3574-08 Test E	Standard Specification for Flexible Materials - Tensile Strength, Tensile Elongation
ASTM D3575-08, Test D	Flexible cellular polymeric materials - Determination of Compression Strength
ASTM D696	Determination of Coefficient of Linear Thermal Expansion
ISO 62:2008 DIN 53 428	Standard Test Method for Water Absorption of Plastics
ASTM 1551: DIN 18-035, Part 6	Water Permeability of Synthetic Turf Systems and Permeable Bases
ASTM D4716-14	Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head – TRI procedure using characteristic flow equation.

ASTM F355-16 Missile E	Standard Test Method for Impact Attenuation of Turf Playing Surface Systems, Other Protective Sport Systems, and Materials Used for Athletics, Recreation and Play
ASTM F3146-18	Standard Test Method for Impact Attenuation of Turf Playing Surface Systems Designated for Rugby
ASTM F355-16 Missile A	Standard Test Method for Impact Attenuation of Playing Surface Systems, Other Protective Sport Systems, and Materials Used for Athletics, Recreation and Play
ASTM F3189-17	Standard Method for Measuring Force Reduction, Vertical Deformation, Energy Restitution of Synthetic Turf Systems Using the Advanced Artificial Athlete
EN 14808:2005	Surfaces for Sports Areas. Determination of Shock Absorption
EN 14809:2005	Surfaces for Sports Areas. Determination of Vertical Deformation
ASTM F1936-10	Standard Specification for Impact Attenuation of Turf Playing Systems as Measured in the Field
ASTM F925	Test Method for Resistance to Chemicals of Resilient Flooring
EN 14030:2010 ISO 12960:1998	Resistance to Acid and Alkaline Liquids
ISO 13438:2004	Resistance to Oxidation (Accelerating Aging)
ASTM G22-76	Determining the Resistance of Plastics to Bacteria
ASTM G21-96	Determining Resistance of Synthetic Materials to Fungi
ISO 14001:2004	Environmental Management Systems
ISO 9001:2008	Quality Management Systems
C2CPII	Cradle to Cradle
EPA 6010B 7470A, 7471A	Heavy Metals, Mercury
EPA 8260B	Volatile Organics
EPA 8270C	Semi-Volatile Organics

Part 3: Synthetic Turf Underlayment Description

- 3.1 General Requirements for Underlayment System – An impact energy absorbing sub-base drainage system designed specifically for use with synthetic turf is required. The specified material must have physical, drainage and performance properties that meet the following requirements:

- 3.1.1 Minimum material nominal thickness 25mm – material thickness must be within ± 1.5 mm
- 3.1.2 Tensile Strength >80 psi (ASTM D3574-08 Test E)
- 3.1.3 Tensile Elongation >30% (ASTM D3574-08 Test E)
- 3.1.4 Compression Strength >20psi @ 25% strain (ASTM 3575-08 Test D)
- 3.1.5 Linear Thermal Expansion < 0.10 mm /m /° C (ASTM D696)
- 3.1.6 Water Absorption $\leq 1\%$ after 24 hrs (ISO 62:2008 / DIN 52 438)
- 3.1.7 Water Permeability >500"/hr (ASTM 1551 DIN 18-035, Part 6)
- 3.1.8 Lateral Transmissivity at 0.005 gradient ≥ 0.50 gpm/ft (ASTM D4716 – TRI Environmental method using characteristic flow equation)
- 3.1.9 Head Injury Criterion <1000 from a 1.2m drop height and <700 from a 1.0m drop height (ASTM F3146-18, Procedure A)
- 3.1.10 Gmax <90 G's (ASTM 355-16, missile A)
- 3.1.11 Shock Absorption >60% (ASTM F3189-17 / EN 14808:2005)
- 3.1.12 Vertical Deformation <7.0mm (EN 14809:2005)
- 3.1.13 Resistance to Chemicals ≤ 2 (ASTM F925)
- 3.1.14 Resistance to Acid and Alkaline Liquids 0% tensile strength loss after 100-year model (EN 14030:2010 / ISO 12960:1998)
- 3.1.15 Resistance to Accelerated Aging (Oxidation) <10% tensile strength loss after 100-year model of 56 days at 110°C (ISO 13438:2004)
- 3.1.16 Resistance to Bacteria - no growth (ASTM G22)
- 3.1.17 Resistance to Fungi - no growth (ASTM G21)

Impact Safety Requirements for installed Surface System of Infilled Synthetic Turf and Underlayment:

- 3.1.18 Surface system must provide average HIC <700 from a 1.3m drop height upon initial testing of installed field. (ASTM F3146-18, Procedure A)
- 3.1.19 Surface system must provide maximum average Gmax of <100 g upon initial testing of installed field (ASTM F1936-10)
- 3.1.20 Surface system must provide maximum average Gmax of field of 120 g during warranty period of artificial turf. (ASTM F1936-10)

Part 4: Quality Assurance, Guarantees and Insurance

- 4.1 Product must be made in ISO accredited facility in the United States of America according to the Federal Trade Commission Made in USA Standard.
- 4.2 Material must be manufactured in an ISO 9000:2008 certified facility.
- 4.3 Product must be of a homogenous material composition, with a documented chain of custody of all raw materials. Variable content material will not be accepted.
- 4.4 Manufacturer must provide documentation of material content and pre-approved standard OSHA MSDS sheet.
- 4.5 Manufacturer must demonstrate successful athletic field installation in the United States of at least 40 million square feet (approx. 500 fields) over a minimum period of 10 years.
- 4.6 Material must be covered by a pre-approved and binding 25-year limited product and performance warranty issue by a company in the United States of America. Warranty shall include the provision that manufacturer will deliver to the Owner and install new panels to replace the non-conforming panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area.
- 4.7 Warranty must specify static and dynamic load limits in pounds and pounds per square inch. Warranty must not specify monetary limits of liability. Warranty must allow owner a notice period of at least 30 days for non-compliance claims.
- 4.8 Warranty must include guarantee for surface system HIC <700 from a 1.3m drop height according to ASTM F3148-18 upon initial testing of installed field.
- 4.9 Warranty must include guarantee for surface system Gmax <120 g according to ASTM F1936-10 for warranty period of artificial turf.
- 4.10 System seams should be mechanically locked into place by hand without cutting, splicing, use of additional materials, glue, fasteners, or secondary processes and equipment.
- 4.11 Material must be installed according to manufacturer's instructions, without exceptions.
- 4.12 Manufacturer must provide written procedures to selected turf supplier or contractor for the installation of turf on top of underlayment.
- 4.13 Product is to be shipped as flat panels on pre-packaged pallets.
- 4.14 Prior to installation, manufacturer must provide an endorsed certificate as proof of at least \$1,000,000 product liability insurance stipulated in the United States of America with field owner named as the certificate holder. The insurance certificate must specify the name and address of the field facility at which the specified product will be installed.

Part 5: Environmental Compatibility

- 5.1 Material must be manufactured in an ISO 14001:2004 certified facility.
- 5.2 Product must be Cradle to Cradle™ Certified by the Cradle to Cradle Products Innovation Institute.
- 5.3 Product must not contain concentrations of metals, volatile organic compounds (VOCs), or semi-volatile organic compounds (SVOCs) at concentrations greater than EPA Regional Screening Levels or Department of Toxic Substances Control Human Health Risk Assessment (HHRA) Note 3 thresholds. (EPA 60108, EPA 7470A EPA 7471A, EPA 8260B, EPA 8270C).
- 5.4 Product must not contain leachable concentrations of metals, VOCs, or SVOCs (using the synthetic precipitation leaching procedure) greater than maximum contaminant levels (MCLs) or Regional Water Quality Control Board Environmental Screening Levels for groundwater and surface water - fresh water aquatic habitat. (EPA 60108, EPA 7470A EPA 7471A, EPA 8260B, EPA 8270C).
- 5.5 Manufacturer must provide a product lifetime recycle / reuse program within the United States of America. Down-cycling and/or energy production not acceptable.

Additional Requirements for California:

- 5.6 Product must not contain a chemical on the current California Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 - Update effective 06 JUNE 2014
- 5.7 Product must not contain concentrations of substances at hazardous waste levels per California Code of Regulations, Title 22, Division 4.5, Chapter 11 – Identification and Listing of Hazardous Waste.

Part 6: Submittals

- 6.1 General: Bidding contractor must identify performance base system with bid package. If a non-specified product is identified, the proposed alternate product must be submitted and pre-approved by the design architect/engineer 10 days prior to the bid opening. If bidding contractor does not identify a manufacturer, the Township/School District will assume that the specified product is included in the bid package and will not consider substitutions.
- 6.2 Product Data: Submit 8" x 12" product sample and typical properties sheet.
- 6.3 Shop Drawings: Submit cross-sectional view showing product installation in relation to sub-base and synthetic turf (including edge attachment).
- 6.4 Test Data: Submit all applicable test data for compliance to specifications. All testing to be performed following applicable ASTM or other internationally recognized standards and procedures.

- 6.5 Installation: Submit copy of product installation instructions. Submit copy installation recommendations.
- 6.6 Warranty: Submit copy of product 25 -Year warranty coverage as specified in 4.6 – 4.8.
- 6.7 Insurance: Submit copy of endorsed insurance certificate as specified in 4.13.

Part 7: Products

- 7.1 Description: Resilient Molded Expanded Polypropylene Base System
- 7.2 Product: Brock PowerBase YSR or pre-approved equal
- 7.3 Contact Information:
Brock USA LLC
3090 Sterling Circle
Boulder, CO 80301
Telephone: (303) 544-5800 Fax: 866-850-9421
www.brockusa.com
- 7.4 Manufacturing/Ordering Information:
Brock USA LLC
3090 Sterling Circle
Boulder, CO 80301
Telephone: (303) 544-5800
Fax: 866-850-9421
- 7.5 Product format: Interlocking panels
Size: approximately 73.5 x 49.0 inches (1867 x 1245 mm) overall dimensions
Area: Net coverage per panel 24.15 ft² (2.24 m²)
Thickness: 1.00" (25.4mm) ± .08"
Panel Weight: approximately 5.2 lbs / panel

Part 8: Product Substitutions

- 8.1 Product substitutions are allowed only in accordance with pre-bid substitution request procedures outlined in the contract documents. No substitutions will be allowed after the bid date. Bidding contractor must identify performance base system with bid package. If a non-specified product is identified, the proposed alternate product must be submitted and pre-approved by the design architect/engineer 10 days prior to the bid opening. If bidding contractor does not identify a manufacturer, the Township/School District will assume that the specified product is included in the bid package and will not consider substitutions.

Part 9: Installation

- 9.1 Per manufacturer's recommendation - obtain written installation instructions and procedures from the manufacturer.

Part 10: Surplus Material

- 10.1 Surplus materials to be determined by the Owner prior to order and delivery of product to the installation site. Surplus quantities to be identified in writing by the General Contractor at the time of order placement.

Part 11: Project Completion

- 11.1 Upon completion of installation, a walk-through will be conducted to inspect the quality of work and ensure all details meet specifications.
- 11.2 A punch list of unacceptable or incomplete items will be documented and agreed upon for completion prior to final project closeout and acceptance.

Part 12: Approvals

- 12.1 Finished synthetic base installation workmanship must be approved in advance by the turf manufacturer. Approvals to be based on a physical inspection performed at the site prior to installation of any synthetic turf material.
- 12.2 Any approvals sought after turf installation will be declined. Any associated repair or replacement costs associated with rework of the synthetic base will be the responsibility of the turf supplier/installer.

END OF SECTION