

CITY OF NEWTON
PURCHASING DEPARTMENT

***CONTRACT FOR PARKS, RECREATION & CULTURE
DEPARTMENT***

PROJECT MANUAL:
IMPROVEMENTS TO ALBEMARLE PLAYGROUND
PHASE 1
INVITATION FOR BID #25-29

Pre-Bid Meeting: October 31, 2024, at 9:00 a.m.

Bid Opening Date: November 14, 2024, at 10:00 a.m.

OCTOBER 2024
Ruthanne Fuller, Mayor

CITY OF NEWTON

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IMPROVEMENTS TO ALBEMARLE PLAYGROUND PHASE 1

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END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #25-29

The City of Newton (City or Owner) invites sealed bids in accordance with M.G.L. c. 30, §39M from Contractors for:

IMPROVEMENTS TO ALBEMARLE PLAYGROUND PHASE 1

Pre-Bid Meeting: 9:00 a.m., Thursday, October 31, 2024, Albemarle Field House, 250 Albemarle Road, Newton MA 02460 (Not Mandatory)

Bids will be received until: **10:00 a.m., Thursday, November 14, 2024** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Documents relating to this Invitation For Bids (Contract Documents) will be available on line at www.newtonma.gov/bids or for pickup at the Purchasing Department after: **10:00 a.m., October 24, 2024.**

The project consists of approximately 9.0 acres of renovation and upgrades to the athletic and recreation spaces at the 24.9-acre Albemarle Playground/Field (also known as Russell J. Halloran Sports and Recreation Complex, located at 250 Albemarle Road, Newton, MA 02460, as specified in plans and in accordance with Project Manual. Proposed work includes accessibility improvements, stormwater runoff management, overall recreational upgrades, and public safety improvements. Specific athletics improvements include additional of 70 x 120 yard Multiuse Synthetic Turf Field, renovation of the Burke Baseball Field, an U-12 Multiuse Field overlay at Burke, six new pickleball courts and one basketball court, and renovations to Cole Softball Field. The electrical system is planned to be consolidated and upgraded to support new sports lighting for all new and renovated fields and court and new pedestrian throughout the limit of work. In addition, the irrigation system will be upgraded and a new well will be added. Along the park's eastern side, a new multiuse trail will be constructed and ADA-compliant pathways will be added throughout to connect amenities with the surrounding sidewalk network. Stormwater upgrades include an R-Tank system and improved stormwater drainage system from Craft Street and to Cheesecake Brook. Additionally, stormwater improvements, erosional controls and planting are planned for the banks of the Cheesecake Brook, which is bounded by Albemarle Road north and south.

To support this work, the Contractor is required to install temporary construction controls including furnishing and installation of erosion and sedimentation controls, allow for pedestrian access for F.A. Day School bus drop off and pickup, and other work indicated in the Contract Documents. The Contractor shall sequence the construction work to have the work associated with synthetic turf field, at minimum, substantially complete and open to the public by August 15, 2025. Work under the contract requires a contractor to furnish all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the attached Technical Specifications, the attached Weston & Sampson Project Plans and this Invitation For Bid.

The term of this contract shall extend **from day of contract execution through September 30, 2026. Work will start from the issuance of a written Work Order** prepared by City Parks, Recreation and Culture Department (PRC). Award will be made to the responsible and eligible bidder offering the lowest Bid Price on Bid Form #25-29.

This Invitation For Bid (IFB) has one (1) alternate.¹

¹ Alternates are options for which the bidders must submit separate prices that the awarding authority may choose to include in a bid package. The awarding authority reserves the right to select or reject the optional work, based on the prices received. Alternates are permitted only if they are ranked numerically in order of priority. When evaluating the bids, the City may select a specific alternate only after all of the higher-ranking alternates have been selected. M.G.L. c. 149, § 44G(B).

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests.

The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

The costs of any bond and any insurance required in this IFB are the responsibility of the bidder; such costs will not be reimbursed by City and should be included in your bid.

All bids shall be submitted as one (1) ORIGINAL and one (1) COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file.

If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER 25-29.

The City will reject any and all bids in accordance with the above-mentioned General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

Note that Massachusetts law may impose certain documentation requirements for public contracts, including but not limited to, contractor DCAMM certification, bid, performance and payment bonds, and non-collusion and tax certifications. A contract is not effective until it is signed by the City Mayor, and the Mayor will not sign until all documentation requirements have been met. Once an award is made, a contract must be executed promptly so the City can start scheduled work.

The City cannot pay for work done without a contract. If a vendor unduly delays submitting all required paperwork, the City will be under no obligation to pay a vendor promptly even after a contract is effective, it could bar the vendor from future bids as not responsible and may require the City to obtain services from another vendor or contractor.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
October 24, 2024

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements, Project and Technical Specifications and Plans (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder is familiar with the work site and with local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or become familiar with the work site will not relieve any Bidder from any obligation under its bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, November 8, 2024 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #25-29**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at:
www.newtonma.gov/government/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form 25-29," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the IFB. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR: **#25-29**
- * NAME OF PROJECT: **IMPROVEMENTS TO ALBEMARLE PLAYGROUND PHASE 1**
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one (1) **original** and one (1) **copy**.
- 4.9 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no Less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for materials and services set forth in Bid Form #25-29. It is the City's intent to award one (1) contract to the responsible and eligible bidder offering the lowest Base Bid Price, or the lowest Base Price plus Alternate 1, as the City shall elect to accept. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City has used a proprietary specification to describe the supply listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the City state in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. Bidders wishing to provide an equal item should do so with their bids. The City shall have the sole right to determine whether or not said item is equal.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #25-29**

A. The undersigned proposes to furnish all labor, materials, equipment, tools and supervision necessary for the installation of Improvements to Albemarle Playground Phase 1 provided by the PRC in accordance with the attached Technical Specifications, Plans and IFB 25-29 prepared by the City of Newton entitled:

IMPROVEMENTS TO ALBEMARLE PLAYGROUND PHASE 1

B. This bid includes addenda number(s) _____, _____, _____, _____.

C. The Bid Price shall include all materials and labor costs for the project including, but not limited to, the following:

1. BASE BID

_____ DOLLARS (\$ _____).
(The figure inserted above shall be the Base Bid amount.)

2. ALTERNATE 1 (Construction of Six Post Tension Concrete Pickleball Courts and One Post Tension Concrete Basketball Court)¹

_____ DOLLARS (\$ _____).
(The figure inserted above shall be the Alternate 1 Bid amount.)

3. PROPOSED CONTRACT PRICE

_____ DOLLARS (\$ _____).
(The sum of C(1) + C(2) above.)

COMPANY: _____

D. SUPPLEMENTAL BID UNIT PRICES

Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those on which the Contract Sum is based, by order of approval of the Owner, the undersigned agrees that the following supplemental unit prices may be used as the basis of payment to him/her or credit to the Owner for such addition, increase, or decrease in the work as determined solely by the Owner.

Supplemental unit prices shall cover all costs, complete in place, and the prices given shall represent the exact amount per unit to be paid to the Contractor (in the case of Additions or increases) or to be deducted from payments to the Contractor (in the case of Deductions or decreases). No additional adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractor beyond the prices as listed.

Supplemental unit prices shall not be considered in the Base or Alternate 1 Bids.

¹ Alternates are options for which the bidders must submit separate prices that the awarding authority may choose to include in a bid package. The awarding authority reserves the right to select or reject the optional work, based on the prices received. Alternates are permitted only if they are ranked numerically in order of priority. When evaluating the bids, the City may select a specific alternate only after all of the higher-ranking alternates have been selected. M.G.L. c. 149, § 44G(B).

<u>Unit</u>	<u>Price (Add or Deduct)</u>
Furnish and install 12" diameter HDPE solid pipe	\$ _____ /lf
Furnish and install 6" diameter HDPE solid pipe	\$ _____ /lf
Furnish and install 4" diameter HDPE solid pipe	\$ _____ /lf
Removal of ACO Material, reuse of non-impacted material at an In-State ACO Facility	\$ _____ /ton
Removal of In-State Material, Reuse or Disposal of non-impacted or impacted material at an In-State Landfill, Recycling, or Reuse Facility	\$ _____ /ton
Removal of Out-of-State Material, Reuse or Disposal of impacted material at an Out-of-State Landfill, Recycling, or Reuse Facility	\$ _____ /ton
Removal of Out-of-State Hazardous Waste, Disposal of impacted material at an Out-of-State Subtitle C disposal facility	\$ _____ /ton
Loam (6" depth)	\$ _____ /cy
Riprap	\$ _____ /cy
Kickplate at BVCL Fence	\$ _____ /lf
20' ht. Safety Netting	\$ _____ /lf
6' Ht. Temporary Construction Fence	\$ _____ /lf

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
 Prompt Payment Discount _____ % _____ Days
 Prompt Payment Discount _____ % _____ Days

F. The undersigned has completed and submits herewith the following documents:

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Business Category Information Form, 1 page
- Signed Bid Form, 3 pages
- 5% Bid Surety

G. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials payment bond and/or performance bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he 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 (“OSHA”) 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 OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

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

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) /
(FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

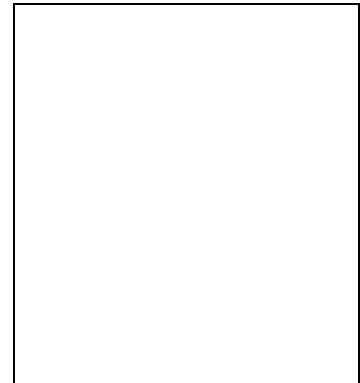
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department

Nicholas Read *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #25-29

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the Federal Executive Order below. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Business Category Information Form*

IFB No. 25-29

Improvements to Albemarle Playground Phase 1

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

Company Name: _____

By: _____

Date: _____

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand and Twenty-Four by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The project consists of approximately 9.0 acres of renovation and upgrades to the athletic and recreation spaces at the 24.9-acre Albemarle Playground/Field (also known as Russell J. Halloran Sports and Recreation Complex, located at 250 Albemarle Road, Newton, MA 02460, as specified in plans and in accordance with Project Manual.

IMPROVEMENTS TO ALBEMARLE PLAYGROUND PHASE 1

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:
- a. This CITY-CONTRACTOR Agreement;
 - b. The City's Invitation For Bid #25-29 issued by the Purchasing Department;
 - c. The Project Manual for **IMPROVEMENTS TO ALBEMARLE PLAYGROUND PHASE 1 PROJECT** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; Supplementary Special Conditions; General Requirements and Project and Technical Specifications; and Plans, if included or referenced therein;
 - d. Addenda Number(s) _____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of this Contract shall extend **from day of contract execution through September 30, 2026**. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination.

- VI. AUTHORIZATION OF PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Parks, Recreation and Culture Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. COMPLIANCE WITH CITY ORDINANCES**
- A. The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of the City bearing on performance hereunder.
- B. If the Contractor performs work that it knows or reasonably should know is contrary to City laws, statutes, ordinances, building codes, and rules and regulations without giving prior notice to the City, it shall assume full responsibility for such work and shall be responsible for all costs attributable thereto.
- C. Seasonal use of leaf blowers or related equipment must comply with the City's Noise Ordinance, which provides that gas blowers are only permissible from Labor Day to Memorial Day and must not exceed 65 decibels, and from Memorial Day to Labor Day only battery powered blowers will be allowed.
- D. This section shall be superseded to extent of any specific Ordinance requirements set forth in the IFB scope of services, conditions or specifications.

XIII. INSURANCE. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

The City shall be named as additional insured on the Contractor's Liability Policies.

XIV. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XV. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XVI. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Title _____

Date _____

Date _____

By _____

Commissioner of Parks, Recreation & Culture

Affix Corporate Seal Here

Date _____

City funds in the amount of

_____ are available in account number
58D11411-57950; AR602-AR60211-2223CV21-524091

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders

Approved as to Legal Form and Character

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

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

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2024 for the construction of _____ in Newton, Massachusetts. (Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___day of___2024.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

**GENERAL CONDITIONS
OF THE CONTRACT
FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 1.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

PUBLIC LIABILITY

Personal Injury \$500,000 each occurrence
\$1,000,000 aggregate
Property Damage \$500,000 each occurrence
\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person
\$1,000,000 aggregate
Property Damage \$300,000 each occurrence
\$500,000 aggregate

12.2 The City shall be named as additional insured on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City, and the City on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City.

In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

GENERAL CONDITIONS

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CITY OF NEWTON
PUBLIC BUILDINGS DEPARTMENT
CHAPTER 3039M VERSION

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Use of Terms:

1.1.1 The following terms used in this Section or elsewhere in the Contract Documents, shall have these meanings:

Addendum – A written modification, clarification, correction or other change to the Contract Documents issued by the Official prior to the date stated for the receipt of bids.

Application for Payment - The form furnished by the Official to be used by the Contractor in requesting payment, and which shall enclose the affidavit required in the Contract Documents.

Architect - The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect in the agreement who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Architect or its authorized representative.

Business Day - Any day except Saturdays, Sundays and legal holidays observed by the City. The term "day" means a calendar day.

Change Authorization - A written order executed by the City directing the Contractor to make changes in the Work or giving the basis for a potential change in Contract Price or Contract Time for incorporation into the Contract Documents by Change Order.

Change Order - A written instrument which when fully executed by the City amends the Contract Documents to provide for changes in the Work, or in Contract Price or Contract Time.

City - The City of Newton, a municipal corporation in the Commonwealth of Massachusetts, acting by its Public Buildings Commission, represented by the Director of the Public Buildings Department or his authorized representative.

Claim - A written demand of assertion by the City or Contractor, which is properly certified according to the requirements of Paragraph 15.2.1, seeking an adjustment in Contract Price and payment of monies due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or any other relief arising under or relating to the Contract, after a determination by the Architect or City under the appropriate provision of the Contract Documents.

Contract/Contract Documents – This Agreement, fully executed; the Certificate of Authority; all Addenda; the Letter of Award; the Project Manual including MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule including any updated prevailing wage rate schedules as applicable, Supplementary Conditions; the General Conditions; the Drawings; the Specifications; the Invitation for Bids; the Contractor’s bid; all bonds submitted; All Change Authorizations and Change Orders when fully executed.

Contract Time – The time commencing upon the date of execution of the Contract by the Mayor of the City and continuing through the date of Final Completion.

Contract Price – The not to exceed lump sum price representing full compensation for everything furnished, done by or resulting to the Contractor in carrying out the Contract.

Contractor - Person or firm named "The Contractor" in the Agreement with whom the City has awarded and entered into the Agreement.

Correction Period - The period of time within which the Contractor shall in accordance with the Contract Documents, either correct, or if rejected, remove and replace, defective Work.

Date for Commencement of the Contract Time - The date when the Contract Time starts to run.

Day – A calendar day.

Defective Work - Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval.

Drawings – The graphic and pictorial part of the Contract Documents depicting the Work including plans, elevations, sections, details, schedules and diagrams Drawings shall not serve nor be used as Shop Drawings.

Final Acceptance - The Official's written notice to the Contractor accepting the Work, following the Official's concurrence with the Architect's determination that the Work has been completed and is acceptable.

Laws - Laws, including statutes, by-laws, rules, regulations, codes, resolutions and ordinances, or orders.

M.G.L. - Massachusetts General Laws.

Notice of Claim – A clearly marked written notice that states the general nature of the Claim delivered by the party making the Claim to the other party no later than thirty (30) days after the determination giving rise to the Claim.

Official - The Commissioner of the Public Buildings Department, acting on behalf of the City in the execution of the Agreement, or his/her authorized representative.

Owner - The City of Newton: see definition for "City".

Partial Utilization - Use by the City of a portion of the Work before reaching Substantial Completion for all the Work.

Progress Schedule – The Schedule which shows the Contractor's approach to planning, scheduling, and execution of the Work.

Project - The total construction of which the Work may be the whole, or a part, as indicated in the Contract Documents.

Site – The land on which the Project is located, indicated on the Site Drawings and showing its physical position in relation to the adjacent lands.

Specifications - Parts of the Contract Documents consisting of written requirements for technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and performance of related services.

Sub-agreement – A subcontract or purchase order awarding part of the Work to a Subcontractor or Supplier.

Subcontractor - A person having a Sub-agreement for performing labor at the site, or for performing labor and furnishing materials/equipment. *Filed sub-bid Subcontractor is one who performs a sub trade for which the City requested filed sub-bids.*

Submittals - Includes Shop Drawings, brochures, samples, and all those other documents required for submission by the Contract Documents. The term *Shop Drawings* includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions, and other data prepared by or for the Contractor to illustrate some part of the Work, or by a Supplier and submitted by the Contractor to illustrate items of materials or equipment.

Substantial Completion - Either the Work has been completed except for Work items representing less than one percent (1%) of the adjusted Contract Price, or completed and opened to public use except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work required by the Contract.

Supplier - A manufacturer, fabricator, distributor, materialman or vendor having a Sub-agreement for furnishing materials and equipment and/or not for performing labor at the site.

Total Float - Number of Business Days by which Work may be delayed from its Early Dates without necessarily extending the Contract Times. *Contract Float* is the number of Business Days between the Contractor's anticipated date for early completion of all or part of the Work and the corresponding Contract Time.

Underground Utilities - All pipelines, conduits, ducts, cables, wells, tanks, tunnels, and appurtenances, or other similar facilities, installed underground to furnish: water, electricity, gases, steam, petroleum products, telephone, communications, cable TV, sewerage and drainage removal, traffic, or control systems.

Work - The entire completed construction, or its various parts, as specified in the Contract Documents. Work is the result of performing and furnishing all services, obligations, responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the scope under the Contract Documents. Whenever the term "execution" is used with reference to the Work, it includes the performance and/or furnishing of the Work.

1.1.2 Any period of time in days will be computed to exclude the first and include the last day. If the last day falls on a non-Business Day, it shall be omitted from the computation. The term "registered mail" includes certified mail with return receipt requested. The term "person" means individuals, firms, partnerships, corporations, receivers, trustees, joint ventures, and any combinations of them. The term "State" or "Commonwealth" means the Commonwealth of Massachusetts.

1.1.3. Other terms used in this Section shall have the meanings assigned to them elsewhere in the Contract Documents, and if not assigned and where the context will permit, as used or defined in Massachusetts General Laws (M.G.L.).

1.2 Interpretations:

1.2.1. Whenever the term "the Contractor" is used concerning an action, obligation or event, it shall cover, even if not expressly stated, actions or obligations of, events involving, any Subcontractor, Supplier, or anyone for whom any of them may be liable, unless the context requires otherwise.

- 1.2.2. Whenever a provision obligates the Contractor to reimburse the City for certain costs incurred, the City is entitled to withhold a corresponding set-off against any payment, and to amend the Contract Price accordingly.
- 1.2.3. Whenever a provision covering delay, extension, or acceleration which in the Contract Documents covers delay, rescheduling, extended performance, disruption, interference, inefficiency, productivity, and production losses, acceleration, or hindrance and associated cost(s) for which the City is not responsible, or which is not unreasonable under the circumstances, or which was within the contemplation of the parties, specifies that "the City shall authorize the necessary change in Contract Time only", the authorized change in Contract Time shall be the Contractor's sole and exclusive remedy with respect to the City for any such delay, extension, or acceleration, however caused, resulting from the event contemplated by that provision.
- 1.2.4 A provision requiring the Contractor to "defend, indemnify and hold harmless the City and the Architect.." or covering claims against or liability of the City and/or the Architect, shall include the City and Architect, their respective consultants, agents, directors, officers, shareholders and employees and any combination of any of them, and the City's agencies or department issuing permits covering the Work. A provision requiring the Contractor to so defend, indemnify and hold harmless the City and Architect shall also require the Contractor to defend, indemnify and hold harmless the City and Architect, as interpreted, from and against all of the specified claims, including those caused in part by the negligence or other liability-creating conduct or omissions of the City or Architect. The Contractor shall not be required to indemnify the City or Architect against liability for loss or damage resulting from the sole negligence of the City or Architect.
- 1.2.5 Any reference to an Article or paragraph in these General Conditions, without identification of the particular Section, shall mean a reference to these General Conditions. Terms capitalized in these General Conditions include terms defined in paragraph 1.1.1 or paragraph 1.1.3.
- 1.2.6 Each Article in this Section contains sub-articles, numbered as this sub-article 1.2 is numbered; parts, numbered as this part 1.2.6 is numbered; and sub-parts - all of which are considered "paragraphs". A reference to a paragraph means a reference to the entire sub-article, a part, or a sub-part, or any combination of them, depending on the intent of the reference.
- 1.3 Applicable Law:
- 1.3.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts.
- 1.3.2 If the Contract Documents contain any unlawful provisions, such unlawful provisions shall be of no effect. Upon the application of either party, the unlawful provision shall be considered stricken from the Contract Documents without affecting the remainder of the Contract Documents.
- 1.3.3 All provisions of law required to be inserted in the Contract Documents shall be and are inserted herein. If through mistake, neglect, oversight or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract Documents shall be changed by the City, at no increase in Contract Price or extension in Contract Time, so as to strictly comply with the law and without prejudice to the rights of either party hereunder.
- 1.4 Intent of the Contract Documents:
- 1.4.1 It is the intent of the Contract Documents to describe and provide for a functionally complete Project, or Work, to be constructed in accordance with the Contract Documents. In addition to the work expressly called for in the Drawings and Specifications, any other Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be provided, at no increase in Contract Price or extension in Contract Time, and without requiring any changes in the Work, whether or not specifically called for.
- 1.4.2 Except as otherwise provided in the Contract Documents, words which have an accepted technical or trade meaning used to describe any Work, materials or equipment, shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, whether specifically or by implication, shall mean the latest standard specification, manual, code in effect at the date established for receipt of Sub-Bids, unless otherwise expressly stated.
- 1.4.3 Except as provided by the requirements of M.G.L. Chapter 149, Section 44F, the Divisions and Sections of the Specifications and the identification of any Drawings shall (a) not control the Contractor in delineating Work to be performed by

specific suppliers, and (b) be complementary, and anything mentioned or shown in a Division or in a specific Drawing shall be of like effect as if shown in all divisions of the specifications and all Drawings.

1.4.4 Whenever the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of similar effect are used to describe a requirement, direction, review or judgment of the Architect (or the City) as to the Work, it is intended that the requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents. No use of any such term or adjective mentioned above, or provision of any standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Official, the Contractor, or the Architect, or any of their consultants, agents or employees from those assigned in the Contract Documents, nor shall it be effective to assign to the Official or the Architect, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

1.5 Priority of the Contract Documents:

1.5.1 The Contract Documents are complementary, and anything mentioned or shown in a part of the Contract Documents shall be of like effect as if shown in all parts of the Contract Documents. In resolving conflicts, the Contract Documents shall be given the priority determined by the Architect, with regard to matters affecting the design of the Work, and the Official, with regard to all other matters, to be consistent with their intent and necessary to produce the intended result. Subject to such interpretation by the Architect or Official, the Contract Documents shall be interpreted on the basis of the following priorities, the first listed having the highest priority:

- .1 Change Orders, Change Authorizations, and written amendments to the Contract, those dated later taking precedent over those dated earlier;
- .2 Owner-Contractor Agreement;
- .3 General Conditions;
- .4 Technical Specifications; and
- .5 Drawings.

1.5.2 If the issue of priority involves the Technical Specifications and the Drawings, figured dimensions shall govern over scaled dimensions. Work not particularly shown, identified, sized, or located shall be the same as similar Work that is shown or specified. Detail Drawings shall govern over general Drawings, larger scale Drawings take precedence over smaller scale Drawings and Contract Drawings govern over Shop Drawings. Whenever notes, specifications, dimensions, details, or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, or between Change Order or Change Authorization Drawings and Contract Drawings, conflict, the higher performance requirement shall be furnished by the Contractor at no increase in the Contract Price or the Contract Time.

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

1.6 Information and Instructions for Contract Documents:

1.6.1 The Contractor shall carefully study all contract Documents and other instructions from the Architect and the Official as they are delivered, and procure from the Architect such special information, detailed drawings, etc., as may be necessary for the proper performance of the Work.

1.6.2 Where drawings show outline or descriptive representations of repetitive features, the Contractor shall construe them in exact accordance with the corresponding features which are common to similar items or materials and which are completely drawn and specified.

1.6.3 Where the statement "Consult Drawing No. ___" or "Refer to Drawing No. ___" occurs in the Specifications, such references to a Drawing have been made solely for the convenience of the Contractor to help identify the item under consideration and

to locate the typical detail of such item in the set of Contract Drawings. It is not the intention of such references, however, to list each and every Drawing on which a certain item may occur.

1.7 Ownership and Use of the Contract Documents:

1.7.1 Unless otherwise provided in the Supplementary Conditions, the Official shall furnish to the Contractor one (1) copy of the Contract Documents at no cost.

1.7.2 Neither the Contractor, nor any Subcontractor or Supplier shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other Contract Documents, and they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the City and the Architect. The Contractor, Subcontractors and Suppliers are granted a limited license to use and reproduce portions of the Contract Documents as appropriate for use in the execution of the Work. Copies made under this license shall bear the copyright notice shown on the Contract Documents.

1.7.3 All work papers, questionnaires and other written material prepared or collected by the Contractor in the course of completing the Work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official.

1.8 Relationship with the City:

1.8.1 The Contractor is retained solely for the purpose of and to the extent set forth in the Contract Documents. The Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of M.G.L. Chapter 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

1.8.2 The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work unless the Contract Documents give other specific instructions concerning these matters. Where the terms and conditions for the delivery or provision of goods or services by the Contractor to the City are expressly set forth in the Contract Documents or are incorporated herein by reference, those terms and conditions shall be complied with by the Contractor.

1.8.3. Before they can be binding on the Parties, all amendments to the Contract must be in writing and signed by the Official and the Contractor, approved as to the availability of a sufficient appropriation and filed with the City Comptroller, and signed by the Mayor of the City.

ARTICLE 2 - THE CITY - GENERAL PROVISIONS

2.1 The City May Stop the Work:

2.1.1 If the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents or, If the Work is *defective*, or the Contractor fails to provide sufficient skilled workers or suitable materials or equipment, or fails to execute Work so that in the judgment of the City the completed Work will conform to the Contract Documents, the City may order the Contractor to stop all or part of the Work in question, until the problem has been corrected. This right of the City to stop the Work shall not create or impose any duty on the City to exercise this right for the benefit of the Contractor or any other party. The Contractor shall remain responsible for maintaining progress, and shall not be entitled to any increase in Contract Time or Contract Price, and the Contractor shall reimburse the City for all direct, indirect or consequential costs incurred by the City and attributable to such an order to stop the Work.

2.2 Availability of Lands (Including Properties):

2.2.1 The Contract Documents indicate the lands upon which the Work is to be performed, including rights-of-way and easements for access that are furnished by the City.

2.2.2 Any additional lands, rights-of-way and easements not furnished that the Contractor deems necessary shall be obtained by the Contractor at no increase in Contract Price or Contract Time. The Contractor shall obtain and submit to the City all

required permits from the State, the proper Federal Government agency, Public Governmental Body or public utility or from the property owner(s) for the use of lands and access so obtained.

2.3 Reference Points:

2.3.1 The City through the Architect shall provide reference points and the Contractor will stake such points and will verify them in the field if requested to do so. The Contractor shall be responsible for laying out the Work, protecting and preserving those reference points, and he shall make no changes at all without the prior written approval of the Architect. The Contractor shall: report to the Architect whenever any reference point is lost or destroyed or requires relocation due to necessary changes in grades or locations; be responsible for the accurate replacement or relocation of any lost or destroyed reference points by professionally qualified personnel; and assume any resultant cost or delay.

2.4 Clerk of the Works:

2.4.1 A Clerk of the Works may be engaged by the City for this Project. In the event that a Clerk of the Works is so engaged, he/she shall not, have any authority to order any changes in the Work, nor to make any decision relating to arrangement, design or construction, or to the disposition of materials or workmanship, or to the conduct of the Work without the written authorization of the Official.

2.4.2 The Clerk of the Works shall have access to the premises and all areas of the Project at all times. The Contractor shall provide full cooperation to the Clerk in the performance of his/her duties.

2.5 Limitations on the City's Responsibilities

2.5.1 The City is not responsible for the Contractor's means, methods, techniques, sequences or procedures applicable to the Work; nor for safety precautions and programs related to safety. The City is not responsible for the Contractor's failure to execute the Work in accordance with the Contract Documents; nor for the acts or omissions of the Contractor or of any Subcontractor, any Supplier or anyone for whose acts the Contractor or any of the Subcontractors or Suppliers may be liable.

2.5.2 Neither the City nor the City's consultants are responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or anyone for whose acts the Contractor or any of the Subcontractors or Suppliers may be liable.

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

2.5.4 Neither the City's authority to review the Contractor's certificates and policies of insurance as set forth in the Instructions to Bidders, nor the City's decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the City to exercise this authority for the benefit of the Contractor, any Subcontractor or Supplier, or any other party.

2.6 No Waiver of Legal Rights:

2.6.1 The City reserves the right to correct any error in any progress payment that may have been paid. The City reserves the right, should proof of *defective* Work be discovered after final payment, to claim, and recover from the Contractor and his surety, or either of them, sufficient sums to correct, or remove and replace, the *defective* Work.

2.6.2 Any waiver by the City or the Official of any provision of the Contract Documents shall be in writing, and shall apply only to the particular matter concerned and not to other similar or dissimilar matters. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

2.7 Miscellaneous Provisions:

2.7.1 Written communications from the Official to the Contractor will in general be issued directly to the Contractor with copy to the Architect. Written communications from the Contractor to the Official shall be issued to the Official with copy to the Architect.

- 2.7.2 Any written direction or interpretation issued by the Architect to the Contractor must contain the formal endorsement thereon by the Official, or the Official's representative, for it to be considered valid or effective.
- 2.7.3 If the City retains another person for the Project or the Work who is not the Architect's agent or employee, the duties, responsibilities and limitations of authority of that person will be provided in the Supplementary Conditions.
- 2.7.4 The City shall make payments to the Contractor as provided in the Contract Documents, and as required by Law.
- 2.7.5 The City may issue unilaterally, or negotiate, at the City's discretion, Change Orders and Change Authorizations as provided in Article 11 of the General Conditions. Except as recognized under paragraph 11.1.3, only the City is empowered under the Contract Documents to order or cause changes in the Work.
- 2.7.6 The City may unilaterally delay all or any part of the Work and correspondingly adjust or negotiate adjustments in Contract Price or Contract Time, as provided in Article 11 of the General Conditions. Except as recognized in paragraph 7.5, only the City is empowered under the Contract Documents to order or cause City-caused delays to all or any part of the Work.
- 2.7.7 Decisions for which the City is responsible under the Contract Documents shall be made promptly and, in any event, within thirty (30) days after receipt of written submission but if a decision requires extended investigation and study, it will be made as permitted by M.G.L. Chapter 30, Section 39P.

2.8 Rights to Data

- 2.8.1 All data consisting of, but not limited to plans, drawings designs, specifications, computer programs, technical reports and operating manuals delivered, developed or produced or paid under the requirements of the Contract Documents shall be the property of the City. The City maintains all rights to such data including the right to use, duplicate, and disclose, in whole or in part, in any manner and for any purpose. If that data is copyrightable, the Contractor may copyright it subject to the right of the City. The City reserves a royalty-free, nonexclusive and irrevocable license to use, duplicate, publish and disclose such data, in whole or in part, and to authorize others to do so. The City shall include provisions to implement, maintain and effectuate the provisions of these rights in all Sub-agreements which produce copyrightable data.

ARTICLE 3 - THE ARCHITECT-GENERAL PROVISIONS

3.1 General:

- 3.1.1. In the event of the termination of the employment of the Architect, the City may appoint an Architect whose status under the Contract Documents shall be that of the former Architect. Nothing in these Contract Documents shall create a contractual relation between the Architect and the Contractor.
- 3.1.2. The Architect will make on-site observations at appropriate intervals to observe the quality of in-progress and completed Work, and to determine whether the Work is being executed so that the Work, when completed, will be in accordance with the Contract Documents. Based on those on-site observations, the Architect will endeavor to guard the City against *defective* Work and will keep the Official informed of the progress of the Work.
- 3.1.3. The Architect will have authority to disapprove or reject Work that the Architect believes to be *defective* Work. When the Contractor has been notified by the Architect of rejection of *defective* work, the Contractor shall take prompt action to correct the *defective* work.
- 3.1.4 On-site observations by the Architect or any project representatives of the City shall not relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents, or represent acceptance of defective work, nor give rise to any duty on their part to make the observations for the benefit of the Contractor or any other person.

3.2 Interpretations: Time for Decisions, Approval:

- 3.2.1. The Architect will be the initial interpreter of the requirements for the Contract Documents, and in such capacity will render determinations as to the acceptability of Work performed, subject to the provisions of paragraph 3.2.4. Unless otherwise provided in the Contract Documents, notices, proposals, or other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents shall be referred initially to the Architect in writing with a request for a written decision, which the Architect will render within a reasonable time. Once given, the Architect's

determination shall be final and binding on the Contractor unless the Contractor delivers to the Official written notice of a claim within thirty (30) days after receipt of such determination, in which case the provisions of Article 15 will apply.

3.2.2. When functioning as interpreter and making determinations the Architect will not be liable for any interpretation or determination rendered in good faith. The rendering of an interpretation or other determination by the Architect about any notice, request or other matter will be a requisite to the exercise by the Contractor of any rights or remedies the Contractor may otherwise have under the Contract Documents or by Law concerning any claim, dispute or other similar matter.

3.2.3 A decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty (30) days after the written submission for decision; but if such decision requires extended investigation and study, the Official or Architect shall, within thirty (30) days after the receipt of the submission, give written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.

3.2.4 In giving instructions, the Architect shall not have the authority to direct any change in the Work, whether or not involving extra cost, without the prior written authorization of the Official in each instance.

3.3 Limitations on the Architect's Responsibilities

3.3.1 Neither the Architect's authority to act under this Article 3 or elsewhere in the Contract Documents nor any decision made by the Architect in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, or any Supplier, any surety for any of them, or any other person.

3.3.2 The Architect is not responsible for the Contractor's means, methods, techniques, sequences or procedures applicable to the Work, or safety precautions and programs concerning safety. The Architect is not responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Nor is the Architect responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or of anyone for whose acts any of them may be liable.

3.4 Clarifications and Interpretations; Unit Price Work:

3.4.1 The Architect will issue, within a reasonable period of time, written clarifications or interpretations of the requirements of the Contract Documents, as the Architect may determine necessary, which shall be consistent with or reasonably inferable from the intent of the Contract Documents.

3.4.2. The Architect, subject to a prior review with the Official, will make determinations about the actual quantities and classes of Unit Price Work done by the Contractor.

3.4.3. Any clarification, interpretation or determination by the Architect under this paragraph 3.4 shall be final and binding on the Contractor unless the Contractor delivers to the City written notice of a change as provided in paragraph 11.1.3 within thirty (30) days after receipt of that decision.

ARTICLE 4 -THE CONTRACTOR -GENERAL PROVISIONS

4.1 General Responsibility

4.1.1. The Contractor, all Subcontractors, and all parties employed on the Work, shall perform their Work in a good and workman like manner and in accordance with the Contract Documents.

4.1.2. The Contractor shall not assign the whole or any part of the work under this Contract or any monies due or to become due hereunder without prior written consent of the Official. In the event that the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

4.1.3. The Contractor shall conform to all determinations and directions of the Official in accordance with provisions of the Contract Documents concerning all questions which may arise relating to the Work.

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

4.2 Review of the Contract Documents:

4.2.1. Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents with each other, verify pertinent figures and applicable field measurements, and coordinate related requirements for dependent Work such as location, dimensions, fit, completeness, consistency, etc.

4.2.2. The Contractor shall notify the Official in writing of any conflict, error or omission in the Contract Documents the Contractor recognizes, and shall obtain a written interpretation or clarification from the Official before proceeding with any affected Work. Unless authorized by the Official in writing, any work done by the Contractor prior to obtaining that interpretation or clarification which is directly or indirectly affected by same, will be at the Contractor's risk and the Contractor shall bear all resulting costs and delays. The Contractor shall be responsible for any costs or delays resulting from any unnecessary requests for clarification submitted to the Official by the Contractor that can be determined from the Contract Documents.

4.2.3. If the Contractor performs Work which involves a conflict, error or omission, he shall assume responsibility for that performance and shall bear all resulting costs and delays, as long as he actually recognized the conflict, error, or omission or if he should have reasonably have recognized it by reason of, but not limited to, the Contractor's Bid estimate or usage of the trade.

4.3 Supervision and Project Management:

4.3.1. The Contractor shall supervise and direct the Work competently, applying the skills, expertise and attention necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for any means, methods, techniques, sequences and procedures applicable to the Work, unless a specific means, method, techniques, sequence or procedure is indicated in or required by the Contract Documents. The Contractor shall be responsible to the City for acts and omissions of the Contractors' 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. The Contractor shall be responsible to see that the finished Work complies accurately with all of the Contract Documents and all approved Submittals.

4.3.2. The Contractor shall at all times keep on the site a competent resident superintendent, properly licensed, for the entire Work and a competent foreman for each specialty trade. The superintendent shall not be assigned or replaced without written notice to the Official. If the Official objects to the Contractor's superintendent, whether initially or otherwise, the Contractor shall submit a replacement superintendent at no increase in Contract Price or Contract Time. The superintendent shall be the Contractor's representative at the site and have authority act on his behalf.

4.3.3. The Contractor's project superintendent and similar authorized representatives of any Subcontractor, Supplier or other person or organization shall attend all meetings, as requested by the Official or the Architect at no increase Contract Price.

4.3.4. The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of the Contract Documents.

4.4 Personnel, Materials and Equipment:

4.4.1 The Contractor shall provide competent, properly licensed, suitably qualified and reliable personnel to survey and lay out the Work and furnish and perform the Work as required by the Contract Documents. The Contractor shall at all times enforce strict discipline and maintain good order at the site.

4.4.2. Unless otherwise provided in the Contract Documents, the Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water (including water for testing, flushing, and construction), sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

4.4.3. All materials and equipment shall be of good quality and new, unless otherwise allowed, and the Contractor shall furnish satisfactory evidence (including reports of required tests) as to their kind and quality. Materials and equipment shall be

applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and Suppliers instructions, unless otherwise provided in the Contract Documents. All materials and equipment shall be properly protected against damage throughout the furnishing and performance of the Work so that they remain of good quality and in the as-new condition. For each item, the Contractor shall furnish complete information as to preventive maintenance and operating requirements, parts lists in sufficient detail to facilitate ordering replacements, and any applicable special condition. Should the manner or method of installation, specified performance or test results be contrary to the manufacturer's recommendations, the Contractor shall promptly notify the Architect in writing of that conflict before proceeding with that Work; otherwise, he shall be deemed to have certified that Specifications will be met by the materials or equipment.

4.5 Wage Rates:

- 4.5.1. The rate per hour of the wages to be paid to mechanics and apprentices, teamster, chauffeurs, and laborers in the Work to be performed under this Contract shall be not less than the rate of wages in the schedule entitled "Schedule of Prevailing Wage Rates," as determined by the Department of Labor and Workforce Development of the Commonwealth of Massachusetts. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. The Contractor shall keep posted on the site of the Work a legible copy of said schedule of Minimum Wage Rate and Health and Welfare Fund and Pension Fund Contributions. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council. Wherever rates for journeymen or apprentices are not listed, and if any other labor is not included in this list, the Contractor shall insert the rates of all those employed on the Work.
- 4.5.2. The Contractor shall pay to any reserve police officers employed by him, if any, the prevailing wage rate paid regular City of Newton police officers. Such police officers shall be covered by Worker's Compensation Insurance and Employer's Liability Insurance by the Contractor.
- 4.5.3. The Contractor shall keep on file at the site the wage rates and classifications of all labor employed in the work in order that they may be available for inspection by the Official or the Architect.

4.6 Working Hours:

- 4.6.1. No laborer, workman, mechanic, foreman, or inspector working within the Commonwealth in the employ of the Contractor, Subcontractor, or others shall be required or permitted to work more than 8 hours in any one day, or more than 48 hours in any one week, or more than 6 days in any one week, except in cases of emergency.
- 4.6.2. Unless otherwise required under the Contract Documents, or directed in writing by the Official, all Work shall be performed during the regular working hours. However, if the Contractor desires to carry on the work outside of regular working hours or on Saturdays, Sundays, federal legal holidays, or City recognized holidays, he may submit application to the Official no less than 48 hours in advance to date and time of such work. The Contractor shall allow ample time to enable satisfactory arrangements to be made for inspecting work in progress and shall bear all costs with respect thereto, including the cost of the City's Clerk of the Works. Any approval by the Official of the Contractor's request for carrying out Work outside of regular working hours, overtime or shift Work, or any schedule acceleration measures will not be grounds for any increase in Contract Price or an extension in Contract Time. The Contractor shall also be aware of the time restrictions imposed on construction activities by the City's Noise Ordinance, Sec. 20-13 of the City of Newton Revised Ordinances, and shall apply for permits for exemptions when work will exceed the time restrictions.

4.7 Equal Employment Opportunity:

- 4.7.1. The Contractor shall assume, and shall require each Subcontractor to assume, the obligation to take whatever affirmative actions are necessary to ensure that employees and applicants for employment under this Contract, are treated equally irrespective of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age or ancestry. The term "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or otherwise; selected for training including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid-off; and terminated.
- 4.7.2. Neither the Contractor nor any Subcontractor shall discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, or ancestry.
- 4.7.3. The Contractor and all Subcontractors shall carry out the requirements pertaining to equal employment with the diligence that they apply to any other part of the Contract.

4.8 Lodging, Boarding, and Trading of Employees:

4.8.1. Every employee in the Work shall be allowed to lodge, board and trade where and with whom he/she elects and the Contractor shall not directly or indirectly require as a condition of employment in the Work that an employee shall lodge, board, or trade at a particular place or with a particular person.

4.9 Preference in Employment:

4.9.1. The Contractor and each Subcontractor shall give preference in the employment of mechanics and apprentices, teamsters, chauffeurs and laborers, first to the citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, and who are veterans as defined in M.G.L. Chapter 4, Section 7, clause 43, and who are qualified to perform the Work to which the employment relates; and secondly, to citizens on the Commonwealth generally, and if they cannot be obtained in sufficient numbers, then to citizens of the United States; and shall give preference to veterans and citizens who are residents of the City of Newton.

4.10 Substitutes or "Or-Equal" Items:

4.10.1. Whenever materials or equipment are described in the Contract Documents by using a brand name, make, manufacturer, supplier or specification, the naming or specification of the item is intended to denote the essential characteristics of the item desired pursuant to M.G.L. Chapter 30, Section 39M(b). Unless words indicating that no substitution is permitted are used, items from prospective suppliers may be accepted by the Official if sufficient information is submitted by the Contractor in his written application for the substitution to allow the Official to determine whether the material or equipment proposed (1) will perform at least equally well the functions and achieve the results called for by the general design concept, (2) is at least of equal materials of construction, quality and necessary essential design features, (3) is suited to the same use as that named or specified, (4) conforms substantially to the desired detailed requirements for that item, including but not limited to, durability, strength, appearance, aesthetics (where aesthetics are essential), safety, service, useful life, reliability, economy of operation and ease of maintenance, (5) evidences a proven record of performance, (6) will yield net savings to the City, and (7) will not impact the Construction Progress Schedule and will not extend any Contract Time(s).

4.10.2. Each application for a substitution shall certify that the proposed substitute will meet each of the first six (6) criteria itemized in paragraph 4.10.1, and that the evaluation and acceptance by the Official of the proposed substitute will not prejudice completion of the Work within the limits of the Construction Progress Schedule and the Contract Time. Each application shall certify whether or not acceptance of the substitute will require a change in any of the Work or any of the means, methods, techniques, sequences or procedures applicable to the Work indicated in or required by the Contract Documents, or in work performed by the City or others, and whether or not incorporation or use of the substitute is subject to payment of any license fee or royalty. All variations of the substitute from the item named or specified shall be identified (operation, materials, or construction finish, thickness or gauge of material, dimensions, loads, tolerances, deleted/added features, etc.), and information regarding available maintenance, repair and replacement service will be indicated.

4.10.3. The application shall contain an itemized estimate of all costs that will result directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not limited to costs and delays of redesign, or claims of other contractors affected by the substitute, and changes in operating, maintenance, repair, replacement or spare part costs. The Contractor is solely responsible for verifying that substitutes are in accordance with the Contract Documents, and that dimensions, arrangement, design and construction details, and all other features of substitutes are suited to the specified purpose. The Contractor assumes full responsibility for the time and cost required to make substitute items conform to the requirements of the Contract Documents, or to implement any changes in the Work or in other work which may be required because of or to accommodate the substitute, or both.

4.10.4. If a substitute item differs from that named or specified, and that difference was not expressly identified in the Contractor's written application, or it results in changes to the Work or in the function or general design concept, the City has authority to require removal and replacement of the substitute.

4.10.5. The Official's decision regarding a substitution will be made within the time allowed in M.G.L. Chapter 30, Section 39P. A proposed substitute will be accepted as equivalent or "or-equal" to that named or specified if it meets the substitution criteria and if the deduction proposed by the Contractor reflects the net difference in cost, provided, however, that one hundred percent (100%) of the net savings benefits the City. No substitute will be utilized, ordered, or installed without the Official's prior written acceptance. Whether or not the Official accepts a proposed substitute, the Contractor shall

reimburse the City for any associated extra costs of the City resulting from the substitute, including but not limited to, related charges of the Architect made necessary by the evaluation and acceptance (or rejection) of each proposed substitute.

4.10.6. An item will be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally well the function imposed by the general design for the Work; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the Specifications, pursuant to M.G.L. Chapter 30, Section 39M (b).

4.11 Schedule Submittals:

4.11.1. Within fifteen (15) days after execution of the Contract, the Contractor shall submit to the Architect "revision 0" of the Schedule of Values. No line item on the Schedule of Values shall exceed \$25,000.00. In addition, in fulfillment of the Contractor's obligations to commence, prosecute and complete the Work within the Contract Time, the Contractor shall submit with the first Application for Payment "Revision 0" of the Contractor's Progress Schedule and the Contractor's schedule of Shop Drawing submissions.

4.11.2. The Contractor shall correct, adjust or modify those schedules returned as "Revise and Resubmit", and shall resubmit Revision "0" schedules within the times specified. The Contractor's Revision "0" Progress Schedule shall be utilized to the fullest extent when making proposals or claims for changes in Contract Time or Contract Price.

4.11.3. The Contractor shall keep the Official informed of progress of the Work by submitting monthly Progress Schedules, which shall stay current with the Contractor's approach to Work remaining, be employed when reporting on progress or schedule recovery actions and facilitate the evaluation of payments. The Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Contractor shall exercise reasonable precautions, efforts and measures to avoid or mitigate situations that would cause delays.

4.11.4. After checking and verifying that an issue of revision of the Progress Schedule complies with the applicable requirements and procedures in the Contract, the Contractor shall, within the times specified, submit to the Architect four (4) copies, or in the alternative, five (5) copies for use by the Official and the Architect plus additional copies as required by the Contractor of that Submittal bearing the Contractor's stamp of approval as representation to the City that the Contractor has determined or verified all data on that Progress Schedule, and that the Contractor and the Subcontractors and Suppliers have reviewed and coordinated the sequences in that Progress Schedule with the requirements of the Work.

4.11.5. Early Dates in the Progress Schedules shall be based on proceeding with all or part of the Work exactly on the date when the Contract Time for the Work, or designated part of the Work, commences to run. Late Dates shall be based on completing all or part of the Work exactly on the corresponding Contract Time, unless the Contractor anticipates early completion of all or part of the Work (subject to those provisions governing use of Contract Float by the City). Where sequences of Work are indicated in or are required by the Contract Documents, the Progress Schedule shall disclose in detail the Contractor's approach to conforming with those sequences of Work.

4.11.6. Progress Schedule Submittals are intended to show the overall priority and sequencing of Activities with which the Contractor intends to accomplish the Work or Work remaining to comply with the Contract Times and those sequences of Work indicated in or required by the Contract Documents; show how the Contractor anticipates foreseeable events or site conditions that may in any manner affect the cost, progress, schedule, performance, and furnishing of the Work; reflect the means, methods, techniques, sequences, and procedures applicable to the Work chosen by the Contractor; and accurately record how completed Work was performed as to sequencing and timing.

4.11.7. The Official's and Architect's review of a Progress Schedule may result in comments relating to: conformance with the Contract Time(s) and those sequences of Work indicated in or required by the Contract Documents, selection of Milestones and recording of Milestone Times, and conformance with the Technical Specifications and any other information given in the Contract Documents which may have a significant bearing on the use of the Progress Schedule to resolve issues affecting Contract Price or Contract Time. However, whether or not any objections are noted, no such review or objections shall be effective to change the duties or responsibilities of the City or Architect or to impose on either of them a responsibility for the accuracy of any such Progress Schedule details, the correctness of all of which shall remain the sole responsibility of the Contractor.

4.12 Project Photographs:

4.12.1. Before the Contractor commences any work at the site, and on the first work day of each month thereafter until Substantial Completion of the Work, the Contractor shall, at his expense, have exterior and interior digital photographs with disc storage taken by a competent commercial photographer from different viewpoints, as directed by the Official or Architect. The Official and Architect shall have the right to increase or decrease the number of photographs required at each period, maintaining an overall average number of exposures per period.

4.12.2. All prints of digital photographs shall be "8 x 10" size. The prints shall bear the date and time of day of the exposure, name of project, the specific location, description of view, and name and address of the photographer. The digital photo disc and one glossy print shall be submitted to the Official and one glossy print of each shall be delivered to the Architect, all within fifteen (15) days after the exposures are made.

4.12.3. If the Contractor fails to provide the photographs as required by the Contract Documents, the City shall be entitled to a corresponding cost set-off against the Contractor's next Application for Payment, or may choose to have the photograph taken by another photographer, and correspondingly charge those associated costs to the Contractor.

4.13 Shop Drawing, Samples and Printed Data:

4.13.1. The Contractor shall submit to the Architect within fifteen (15) days after the Date for Commencement of Contract Time, his Shop Drawing Log and completed Shop Drawing Submission Schedule, in the form specified by the Official, and shall update, and resubmit this Schedule each month to the Architect in accordance with the requirements of the Contract Documents.

4.13.2. Submissions of Shop Drawings, samples and printed data shall state the Project name, Specifications Sections, and paragraph numbers which apply to the items submitted. The Contractor shall submit Shop Drawings, samples, and printed data in sufficient time to permit checking, resubmission, rechecking, approval and subsequent fabrication and delivery. Failure on the Contractor's part to do so will not justify an increase in Contract Time.

4.13.3. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action, in the Architect's sole discretion.

4.13.4. The Architect's review and approval of a technical Submittal will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Architect's review and approval of a technical Submittal shall not extend to means, methods, techniques, sequences or procedures applicable to the Work except where a specific means, method, technique, sequence or procedure is indicated in or required by the Contract Documents or to safety precautions or programs related to safety, nor shall the Architect's review impose on the Architect any responsibility for the accuracy of engineering design(s) furnished by the Contractor, including but not limited to dimensions, quantities, performance of equipment and systems, or any other similar matters, the correctness of all of which shall remain the sole responsibility of the Contractor. Approval of a separate item, or partial Submittal, shall not mean approval of the item's assembly or Submittals not yet reviewed.

4.13.5. Shop Drawings or other technical Submittals consisting of drawings and specifications involving architecture, professional engineering, land surveying or landscape architecture, shall only be prepared by a registrant within the specific discipline involved.

4.13.6. The Architect shall be entitled to rely upon the accuracy or completeness of any designs, calculations or certifications made by licensed or certified professionals accompanying a specific Submittal, whether or not that stamp or written certification is required by the Contract Documents.

4.14 Shop Drawing Submittals:

4.14.1 After complying with the requirements in paragraph 4.14.4 and 4.14.5 and all applicable procedures in the Specifications, the Contractor shall, in accordance with the Progress Schedule, submit to the Architect four (4) copies, or in the alternative, five (5) copies for use by the Official and the Architect plus additional copies as required by the Contractor of all Shop Drawings, which shall bear a stamp or specific written indication (called "written approval") that the Contractor has satisfied his responsibilities under the Contract Documents with respect to the review of the submission. Shop Drawings without the Contractor's written approval will be returned for resubmission. All submissions shall be identified as the Architect may require.

4.14.2. The Contractor shall also submit to the Architect with such diligence so as to not delay the Work, all other technical Submittals such as samples, test results, test procedures, etc. that are required by the Contract Documents. All samples

shall have been checked and be accompanied by a specific written indication that the Contractor has satisfied his responsibilities with respect to the review of the submission, and by a certificate guaranteeing that the item complies with the Contract Documents. Additional provisions governing the submission of other technical Submittals are given in the technical Specifications.

- 4.14.3. At the time of each submission, the Contractor shall give the Architect specific written notice of each variation of the Submittal from the requirements of the Contract Documents and in addition, shall cause a specific notation of each variation to be made on each Shop Drawing, sample or other technical Submittal submitted for review and approval.
- 4.14.4. The Contractor shall check, stamp with his approval, and submit to the Architect, until approved by the Architect, with such promptness as to cause no delay in the Work, all Shop Drawings and all other Submittals required by the Contract Documents. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings from the requirements of the Contract Documents, or on resubmitted Shop Drawings, to revisions, other than the corrections requested by the Architect on previous submissions.
- 4.14.5. Before each submission, the Contractor shall determine and verify all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers and other similar data as to correctness and completeness, and he shall have reviewed and coordinated each technical Submittal with other technical Submittals and with the requirements of the Contract Documents. Technical Submittals of a Subcontractor or Supplier such as the location, dimensions, fit, completeness, consistency, integration, etc. shall be coordinated with those of other Subcontractors or Suppliers, and be so represented in the Contractor's written approval before submission to the Architect.
- 4.14.6. Shop Drawings that are received from the Contractor will be the only Shop Drawings considered for review by the Architect. By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and other similar data, and that he has checked and coordinated each Shop Drawing with the requirements of the work and of the Contract Documents. Shop Drawings not so checked and approved will be returned to the Contractor without being examined by the Architect.
- 4.14.7. A technical Submittal will be returned within fifteen (15) days, or later if Total Float is available in the Progress Schedule, as either "Approved", "Approved as Noted", "Revise and Resubmit" or an appropriate combination. If a Submittal cannot be returned within that period, the Architect shall within fifteen (15) days after receipt, give written notice of the date by which that Submittal will be returned. The Contractor shall revise and correct Submittals returned as "Correct and Resubmit", and resubmit them to the Architect for his review and return - directing specific attention in writing to any revisions other than the corrections called for by the Architect on previous Submittals.
- 4.14.8. The Shop Drawings shall be clear, complete, and accurate, and shall give all information necessary or requested in individual Sections of the Specifications, and also show adjoining work and details of connections thereto.
- 4.14.9. Shop Drawings shall be submitted in a proper sequence reflecting the logical sequence and relative priority of the various phases of Work to ensure the preparation of a properly coordinated set of Shop Drawings.
- 4.14.10. The Contractor shall, at his expense, prepare and submit composite Shop Drawings showing the work under all affected trades, upon request of the Architect, with no change in Contract Price or Contract Time.
- 4.14.11. The Architect will review and return Shop Drawings with reasonable promptness after his receipt of same, but only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Architect's review and approval of Shop Drawings will not extend to the accuracy of other matters that may be contained in the Submittals, including but not limited to such matters as dimensions, quantities, performance of equipment and systems designed by the Contractor, engineering design(s) furnished by the Contractor, the Contractor's means, methods, techniques, sequences or procedures applicable to the Work except where a specific mean, method, technique, sequence, or procedure is indicated in or required by the Contract Documents or to safety precautions or programs related to safety, the correctness of which shall remain the sole responsibility of the Contractor. Approval of a separate item, or partial Submittal, shall not mean approval of the item's assembly or Submittals not yet received.
- 4.14.12. The Architect will make comments, if any are required, directly on the reproducible transparency and return the transparency to the Contractor. The Contractor shall incorporate the Architect's corrections onto the original drawings and resubmit a new reproducible transparency and two prints thereof to the Architect for his approval. This procedure shall be repeated until all corrections are made to the satisfaction of the Architect.

- 4.14.13. No review, return or approval of Submittals shall relieve the Contractor of responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called attention to each variation at the time of submission and the Official has given written approval of each such variation by a specific written notation incorporated in or accompanying the approval or returned Submittal. No review, return or approval of Submittals shall relieve the Contractor from responsibility for errors or omissions in the Submittals or for having complied with the provisions of this Article 4.
- 4.14.14 Where a Shop Drawing, sample or other technical Submittal is required by the technical Specifications, any related Work performed by the Contractor prior to the Official's approval of the pertinent Submittal will be at the sole expense and responsibility of the Contractor.
- 4.14.15 Submittals are not Contract Documents. Technical Submittals are intended to demonstrate how the Contractor intends to conform to the design concept of the Project and the information given in the Contract Documents.
- 4.15 Samples:
- 4.15.1. The Contractor shall submit for the written approval of the Architect all samples required in the individual Sections of the Specifications. Samples shall be submitted in a proper sequence reflecting the logical sequence and relative priority of the various phases of the Work. Unless otherwise specified in the individual Specification sections, three (3) specimens of each sample shall be submitted.
- 4.15.2. Samples shall be of sufficient size to permit proper evaluation of material. Where variations in color or other characteristics are to be expected, samples showing the minimum range of variation shall be submitted. Materials exceeding the range of variation of the approved samples will not be approved on the Work.
- 4.15.3. Samples which can be conveniently mailed shall be sent directly to the Architect, accompanied by a transmittal notice stating the name of the Project, Specifications Section and Article number to which the sample refers and description of the item being submitted. The Contractor shall mail a copy of the transmittal notice to the Official.
- 4.15.4. All other samples shall be delivered at the field office of the Clerk of the Works, with sample identification tags attached and properly filled in. A transmittal notice of listing the delivered samples shall be submitted to the Architect and to the Official by the Contractor.
- 4.15.5. Costs associated with the delivery of samples shall be paid by the Contractor.
- 4.15.6. The Architect will with reasonable promptness review and give written approval of samples but only for conformance with the design concept of the Project and with the information given in the Contract Documents.
- 4.16 Printed Data:
- 4.16.1 The Contractor shall submit to the Architect six (6) copies of printed data as required in the Specifications, or if an electronic copy is available, one (1) hard copy and one (1) electronic copy. All such printed data shall be specific and identification of material or equipment submitted shall be clearly made in ink.
- 4.16.2 The Contractor shall resubmit six (6) copies of such data, or if an electronic copy is available, one (1) hard copy and one (1) electronic copy, until approved and, after approval, shall provide and distribute such number of copies as required for the Contractor's use.
- 4.17 Responsibilities for Repeat Submittals:
- 4.17.1 All costs incurred by the City and the Architect made necessary by the review of a particular Submittal after the second time review shall be borne by the Contractor without any increase in Contract Price or Contract Time, and shall either be reimbursed by the Contractor to the City, shall be deducted by the City from amounts which may become due to the Contractor, or will result in a credit Change Order to the City.
- 4.17.2 All time consumed by the resubmission and re-reviews of a particular Submittal shall not meet the requirements for increases in Contract Time or Contract Price.
- 4.18 Operating and Maintenance Instructions and Stock Items:

- 4.18.1 The Contractor shall collect all operating, service and maintenance instructions of all mechanical, electrical and manually operated equipment required by them under the Contract Documents, bind them into four (4) complete sets properly formatted and indexed, and submit them to the Architect when the Work has reached 90% completion. Failure by the Contractor to provide these instructions will prevent subsequent Applications for payment from being approved.
- 4.18.2 Four (4) copies of all operating and maintenance instructions shall be submitted. These instructions shall be arranged in loose-leaf notebooks of not more than 2" thickness and organized by trade. Each notebook shall be indexed and sorted by building feature or piece of equipment to make all information easily accessible. Each equipment section shall be prefaced by a summary sheet including an equipment description, manufacturer, manufacturer's representative, model number and all nameplate information, and location within the building.
- 4.18.3 Upon the date of Substantial Completion, the Contractor shall provide verbal instructions and demonstrations to the Official and other City representatives at the site concerning maintenance of all building features and equipment.
- 4.18.4 Upon the date of Substantial Completion, all maintenance stock items required to be supplied under this Contract shall be delivered to the job site by the Contractor. All maintenance stock shall be delivered to the job site in unopened containers and stored properly in accordance with manufacturer's instructions. The Contractor shall provide the Official with storage instructions for all spare maintenance stock supplied.
- 4.19 Record Documents:
- 4.19.1 From the sets of Contract Documents furnished by the Official, the Contractor shall reserve one set for record purposes. From this set, the Contractor shall detach and furnish the drawings of their Work for their record purposes at no charge to the mechanical and electrical Subcontractors.
- 4.19.2 The Contractor shall maintain at the site one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Authorizations, field orders, test records, construction photos, and written interpretations/clarifications, in good order and annotated in a neat and legible manner using a contrasting, reproducible color to show all revisions made and dimensions noted during execution of the Work. These record documents together with a properly annotated record copy of all approved Submittals shall be available to the Architect, the Official and the Clerk of the Works for reference. Upon completion of the Work, these record documents and annotated Submittals shall be delivered to the City.
- 4.19.3 Upon Substantial Completion, the Contractor shall return the complete set of record documents to the Architect. The Architect will review these documents and return them to the Contractor with any necessary comments. The Contractor shall revise the same with no change in Contract Price until satisfactory to the Architect, as evidenced by his approval endorsed thereon.
- 4.19.4 Upon receipt of the Architect's approval, the Contractor shall, at no increase in Contract Price, make deliver to the City one (1) hard copy of all record drawings and one (1) CD with both pdfs and AUTO CAD version acceptable to the Official of all record drawings. The Contractor shall ensure that all as-built information shown on the record drawings is transferred onto said transparencies. The drafting shall be done by experienced drafters and shall match the original drawings.
- 4.19.5 The Contractor, shall also, at his expense, prepare one (1) hard copy of all record drawings and one (1) CD with both pdfs and AUTO CAD version acceptable to the Official, and submit the same to the Architect before the Contractor shall be entitled to Final Payment.
- 4.19.6 Each week, the Contractor shall submit to the Architect and Clerk of the Works daily reports recording: the labor work force and equipment utilized by the Contractor and Subcontractors; materials and equipment received; visits by Suppliers and others; specialty trade Work performed for each significant aspect of in-progress or completed Work within each major area of Work; the status of the Work at the Site; and other similar pertinent information.
- 4.20 Instruction Relating to Existing Conditions:
- 4.20.1 The Contractor represents that he has read the Contract Documents and is fully informed in regard to all provisions thereof, including without limitation, the drawings, Contract Time and the provisions for liquidated damages, and that he has visited the premises described in the Contract Documents and made his own examination of the place where the Work is to be performed and of all conditions pertaining to the Work and has made his own estimates. The Contractor agrees that he shall not hold the City, its agents or employees responsible for or bound by any schedule, time period, estimate, sounding, boring, or any plan of any thereof and shall assume all liability for the prosecution of the Work and shall bear all losses resulting to him in such prosecution of the Work. No claim for an increase in Contract Price or other damages

or any other claim other than for an extension in Contract Time shall be made or asserted against the City by reason of any delays unless specifically allowed by the Contract Documents or required by law. The Contractor shall not be entitled to an increase in the Contract Price or to compensation of any kind from the City, including extended site and home office overhead, for direct, indirect, consequential impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption or interference from any cause whatsoever. This provision shall not preclude recovery of damages by the Contractor for hindrances or delay due solely to fraud or bad faith on the part of the City or its agents. Otherwise, the Contractor shall be entitled only to a non-compensable extension to the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent provided above.

4.20.2 Pursuant to M.G.L. Chapter 30, Section 39N, if, during the progress of the Work, the Contractor or the City discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the City may request an equitable adjustment in the Contract Price applying to Work affected by the differing site condition. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the City shall make an investigation of such physical conditions and, if they differ substantially or materially from those shown on the plans, or indicated in the Contract Documents, or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost or performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work the City shall make an equitable adjustment in the Contract Price and the Contract shall be modified in writing accordingly.

4.21 Removal of Existing Work:

4.21.1 The following requirements shall apply to existing conditions which are located within the Limit of Contract Lines indicated on the Drawings:

4.21.2 On and above existing grades, unless designated in the Contract Documents to be reused, remain, or be altered, all existing items shall become the property of the Contractor and shall be completely removed from the site by the Contractor, at no change in Contract Price.

4.21.3 Below existing grades, unless designated in the Contract Documents to remain, be reused, be altered, or to be paid for on a unit price basis, as stipulated in the Section entitled "Unit Prices", all subsurface materials shall be excavated to the lines specified in the Contract Documents and completely removed from the site by the Contractor, at no change in the Contract Price.

4.22 Marks and Lines:

4.22.1 The Contractor shall furnish, at his expense, the services of a Land Surveyor registered to practice in the Commonwealth of Massachusetts, who shall, for the Contractor, establish and maintain on-site permanent bench marks, and determine from them the various levels of work, and place the levels, and the lines of the buildings, on substantial batter boards and stakes, as required for the proper execution of the Work.

4.22.2 The Contractor shall employ on a full time basis a person with sufficient engineering background and experience in the type of work required hereunder who shall, for the Contractor, do other engineering work which shall include, without limitation, leveling, checking, and verifying wall and main partition lines.

4.22.3 The Contractor shall be fully responsible for the accuracy of all lines and levels established by or for him. The Contractor shall furnish to the Official a certificate signed by said Land Surveyor, registered in the Commonwealth of Massachusetts, certifying that the location of the building and the principal lines, levels and dimensions of the building are accurately established in accordance with the Contract Drawings.

4.23 Materials, Inspection, Disposition and Suitable Storage:

4.23.1 Unless otherwise stated in the Specifications, or noted on the Drawings, all materials and equipment shall be new and in manufacturer's original containers, clearly marked as to contents. Upon delivery of materials, copies of the delivery receipts shall be given to the Clerk of the Works.

- 4.23.2 The Contractor shall allow the Clerk of the Works and/or any other designated representative of the Official or the Architect to examine materials, and he shall furnish labor and equipment to assist in such examination with no change in Contract Price.
- 4.23.3 The Contractor shall store all delivered materials in proper locations which will not interfere with the Work. If any stored materials are rejected, a notice of rejection will be given to the Contractor by the Official or the Architect in writing. Upon receipt of a rejection notice, the Contractor shall, within twenty-four (24) hours thereafter, proceed to remove all such rejected materials from the site, and completely remove such materials within five (5) working days.
- 4.23.4 Should the Contractor or any Subcontractor install, or permit the installation of, any materials which have not been inspected prior to installation, the Contractor shall be held fully responsible therefor, and if such installed materials are rejected after inspection by the Architect or Official, the Contractor shall, take down all portions of the Work containing rejected materials, remove all such materials from the site, and replace the rejected materials accordingly at no increase in Contract Price.
- 4.23.5 The Contractor shall provide for the protection and orderly keeping of materials, and shall provide sufficient heat and cooling to prevent damage to said materials.
- 4.23.6 No determination by the Official or the Architect regarding materials and/or equipment which are not incorporated in the Work, but are suitably stored on the site, or at some other location approved in writing by the Official, for the purposes defined under Article 8, whether or not payment by the City to the Contractor on behalf of all or any part of said materials and/or equipment has been made, shall relieve the Contractor of his obligation to bring the work to Final Completion, at no change in the Contract Price.
- 4.23.7 In no event shall materials and/or equipment be considered delivered and suitably stored at the site, or some other location approved in writing by the Official, for the purposes defined under Article 8 unless in the judgment of the Official, the materials and/or equipment are actually scheduled for prompt use, meet the requirements of the Contract Documents, and that the Contractor can and will, at his expense, adequately protect and insure the materials and/or equipment until they are incorporated in the Work. No payment will be made by the City for related storage charges, insurance and/or costs and expenses.
- 4.24 Cutting and Patching:
- 4.24.1 See Division 1, Section 017329 of Technical Specifications.
- 4.25 Existing Utilities:
- 4.25.1 If existing utility lines, which are indicated in the Contract Documents are damaged by the Contractor or any Subcontractor, including without limitation, cables, ducts, conduits and piping, they shall be immediately repaired, protected, and maintained in use until relocation of same has been completed, or shall be cut or capped or prepared for service connections, as the Contract Documents require, unless they are to be abandoned in accordance with the Contract Documents.
- 4.25.2 The Contractor shall be responsible for locating all Underground Utilities in advance of excavating whether shown in the Contract Documents or indicated by exposed components; scheduling excavation and uncovering in advance, unless it prejudices Work already uncovered; shoring, blocking, and protecting all Underground Utilities; whether shown or indicated or newly-discovered; repairing any damage done to Underground Utilities to the satisfaction of the Official or their owner(s); promptly notifying the Official and the Architect of any newly discovered Underground Utility; and the safety and protection of, and repairing of any damage done to, any affected Work. The Contractor shall not, except in an emergency, make an excavation unless written notice of the proposed excavation is given to the owner of any affected Underground Utilities at least two (2) business days before such excavation is to be made.
- 4.25.3 All costs involved and time required to perform the responsibilities in paragraph 4.25.2 shall be deemed as within the Contract Price and the Contractor's schedule for performing the Work within the Contract Time.
- 4.25.4 The Contractor shall notify the Official in writing, not less than three (3) business days in advance of the proposed time for shutting down or interrupting of any utilities, services, or facilities which may affect the operation of other buildings, services or facilities of the City or the City's other contractors. In no case shall any shutdown or interruption of any utilities, services, or facilities be made without the prior written approval by the Official. Unless otherwise authorized in writing by the Official, the Contractor shall so schedule and coordinate his work that such interruption will occur on

weekends, holidays, or before or after the normal working day of the City's Facilities. All costs and expenses, including outage costs and back charge costs, shall be borne by the Contractor.

4.26 Maintenance of Site:

- 4.26.1 At all times prior to Final Completion, the Contractor shall keep the site free from accumulation of waste materials or rubbish.
- 4.26.2 The Contractor shall be responsible for the protection of all completed Work, and for repairing, replacing or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in perfect condition in accordance with the Contract Documents at the time of Substantial Completion.
- 4.26.3 At the end of each work week, the Contractor shall thoroughly clean the site of all rubbish and debris of any nature, and remove such from the site. The Contractor shall thoroughly clean the entire Project and site. Specific cleaning requirements, prior to final inspection, shall be as set forth in Division 1 of the Technical Specifications.
- 4.26.4 Immediately prior to final inspection by the Architect and the Official, the Contractor shall thoroughly clean the entire Project and site. Specific cleaning requirements, prior to final inspection, shall be as set forth in Division 1 of the Technical Specifications.
- 4.26.5 The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to those lands, rights-of-way and easements identified in and permitted by the Contract Documents, and shall not unreasonably encumber the premises with construction equipment, materials or equipment. The Contractor shall assume full responsibility for any damage to those lands including properties and fixtures, rights-of-way and easements or to the owners or occupants of any adjacent lands or access, resulting from execution of the Work. The Contractor shall defend, indemnify and hold harmless the Owner and Architect from and against all claims arising out of or resulting from any damage to any such land, or to any adjacent lands, including loss of use.
- 4.26.6 The Contractor shall keep the premises free accumulations of waste materials, rubbish and other debris. Upon the completion of the Work, the Contractor shall remove waste and surplus materials, rubbish, debris, tools and construction equipment, and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents including, but not limited to walks, roadways, paved or landscaped areas used during prosecution of the Work. If the Contractor fails to comply with this requirement, the City may do so, in which case the Contractor shall reimburse the City for all costs incurred by the City.
- 4.26.7 The Contractor shall not load or permit any part or any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will damage and endanger the Work or adjacent property, or both.

4.27 Inspection and Testing of the Work:

- 4.27.1 All materials, equipment and workmanship shall be subject to inspection and testing by the Official, the Architect and their authorized representatives, for conformance with the requirements of the Contract Documents.
- 4.27.2 If the Contract Documents, laws, codes, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Architect, Clerk of the Works, and the Official timely written notice of its readiness and of the date arranged so the Architect, Clerk of the Works, and the Official may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided in the Contract Documents.
- 4.27.3 Inspection and testing by the City, the Architect, or their representative, or by any other person, shall in no event reduce or remove the Contractor's responsibility for compliance with the full intent and requirements of the Contract Documents.
- 4.27.4 The Contractor must anticipate any and all time required for the testing, inspection and approval of material before incorporation into the Work. No increases in Contract Price or Time will be permitted for losses or delays attributable thereto.
- 4.27.5 After testing or inspection should any materials or portion of the Work be found *defective* and not conforming to the Contract Documents, such materials or portion of the Work shall be promptly removed, replaced and made to conform to the requirements of the Contract Documents by the Contractor at no increase in Contract Price or Contract Time.

- 4.27.6 Reasonable cost for travel, room and board, incurred by the Official or his authorized representative, for the inspection of materials required in the performance of the Work, which are fabricated outside the limits of the City of Newton will be deducted from amounts otherwise due or to become due to the Contractor.
- 4.27.7 If after Commencement of the Work, the Official or the Architect determines, in their sole discretion, that any of the Work requires special inspection, testing or approval, not otherwise provided for in the Contract Documents, the Architect may with the approval of and upon the written order of the Official, instruct the Contractor in writing to order such special inspection, testing or approval. The Contractor shall give the Official and the Architect seventy-two (72) hours advance written notice of the time and place of such inspection, testing or approval. In the event that such special inspection or testing shows that the Work or part of the Work does not conform to the requirements of the regulations or orders of any public authority having jurisdiction, the Contractor shall pay all costs of such inspection, testing or approval, otherwise the City shall bear such costs.
- 4.27.8 Examinations of questioned Work may be ordered at any time and from time to time by the Official and/or the Architect, and if so ordered, the Contractor shall uncover the Work. If such Work is found to be in accordance with the Contract Documents, the City will pay the reasonable costs of examination and replacement. If such Work is found to be not in accordance with the Contract Documents, the Contractor shall pay all costs of examination, replacement, and all related testing.
- 4.28 Claims by the Contractor for Loss or Injury:
- 4.28.1 If the Contractor claims any loss or injury resulting to him from any act, omission, or neglect of the City, its agents or employees, the Contractor shall in strict compliance with all of the requirements of Article 15, and in any event no later than thirty (30) days after the loss or injury that gives rise to the claim, deliver to the Official a written statement of the loss or injury in the form of a clearly marked Notice of Claim. Under no circumstances will any reimbursement be made to the Contractor unless the Contractor shall have delivered the timely written Notice of Claim in accordance with the requirements of this paragraph and Article 15.
- 4.28.2 The Contractor shall have no right to recover damages for any claims or any loss or injury resulting from Work not being performed in conformance with the Contract Documents.
- 4.28.3 The Contractor shall bear all losses resulting from any cause both before Final Completion, and after Final Completion if the Work or any part of the Work fails to conform to the Contract Documents.
- 4.29 Responsibility for Labor, Material and Equipment Costs:
- 4.29.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Contractor, for the rental of any appliance or equipment hired by the Contractor and/or for any expense incurred on account of the Work.
- 4.30 Conflict of Interest:
- 4.30.1 The Contractor's attention is called to M.G.L. Chapter 268A the Conflict of Interest Law. The Contractor shall not act in collusion with any City officer, agent, employee or any other party, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.
- 4.31 Emergencies:
- 4.31.1 In emergencies affecting the safety or protection of persons or the Work or property at or adjacent to the site, the Contractor, without special instructions or authorization from the Architect or the Official, is obligated to act to prevent threatened damage, death, injury, or loss. The Contractor shall give the Official written notice within forty-eight (48) hours of any changes in the Work resulting from the action taken. If the Official concurs, the Official shall authorize the required changes in accordance with Articles 11 and 12, and, unless the emergency was due in whole or in part to the fault or negligence of the Contractor, correspondingly adjust the Contract Price or the Contract Time.
- 4.32 Miscellaneous Provisions:

- 4.32.1 The Contractor shall inspect Work already in-place to verify that it is in proper condition to receive dependent Work. The Contractor shall be responsible for all cutting and patching which may be necessary to complete the Work and to make its several parts fit together properly, whether or not that Work is expressly specified in the Contract Documents.
- 4.32.2 The Contractor shall initiate, maintain and supervise all weather precaution programs applicable to the Work. In the event of severe weather, the Contractor shall immediately inspect the Work and the site, and take all necessary actions to insure that public access and safety are maintained.
- 4.32.3 The Contractor shall perform Work and operate vehicles and equipment so as to cause the least practicable interference with traffic and without becoming a hazard to the public or interfering with any overhead utilities. When transporting materials, vehicles shall not be loaded beyond the capacity recommended by the manufacturer of the vehicle or set by Law. When crossing curbs or sidewalks, the Contractor shall protect them from damage. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire and police stations, and like establishments.
- 4.32.4 The Contractor shall give seventy-two (72) hours advance notice of Work on or across private driveways to the owners of the private driveways and the Architect, the Clerk of the Works, and Official. The interference from such Work shall be minimized by restoring service as soon as possible. Except as otherwise provided in the technical Specifications, open excavations shall be bridged with steel plates.
- 4.32.5 Whenever the prosecution of the Work requires that certain operations be carried out beyond the limits of the site designated in the Contract Documents or the indications of temporary fences or barricades, the Contractor shall schedule trenching, utility Work, site development, and landscaping so as to occasion a minimum of disturbance to or interfere with the normal operation of the City or others.
- 4.32.6 Pumping, draining and control of surface and groundwater shall be done so as to not endanger the Work or any adjacent facility or property, nor interrupt, restrict or interfere with the use of any such adjacent facility or property.
- 4.32.7 If a specific means and method is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means and method, if the Contractor submits to the Architect sufficient information, in accordance with the applicable requirements for substitutions, to allow the Architect to determine whether the substitute is equivalent to that indicated or required by the Contract Documents.
- 4.32.8 Any damaged Work corrected by the Contractor shall be corrected so as to be equal in all respects including quality, appearance, function, finish, etc. to non-damaged like Work.
- 4.32.9 The Contractor shall, prior to final inspection, mark in a permanent and readily identifiable manner, all reference points provided by the City through the Architect.
- 4.32.10 The Contractor shall take whatever steps, procedures or means are required to prevent any dust nuisance due to his operations, and he shall maintain dust control measures at all times in accordance with the requirements of the City and any public governmental body with jurisdiction. Dumping of spoil or waste material on land or property obtained by the Contractor shall be in strict conformance with all applicable Laws.
- 4.32.11 The Contractor shall not obstruct access to municipal structures, hydrants, valves, manholes, fire alarms, etc., nor shall he make any connections to, operate valves or otherwise interfere with the operation of the water system without first securing the necessary approvals and permits.
- 4.32.12 The Contractor shall prosecute Work in the manner which will cause the least practicable interference with and avoid prolonged interruption of or damage to existing facilities, including underground utilities and overhead utilities. The Contractor shall obtain written approval from the Official prior to performing any Work involving connection to or interruption of existing facilities, and shall perform that Work during those periods of time which cause the least interference or annoyance.
- 4.33 Quality Control:
- 4.33.1 The Contractor shall establish a quality control system and submit the procedure to the Official to insure sufficient supervision, inspection and testing of all items of Work, including those of Subcontractors and Suppliers, and to control conformance to the applicable Specifications and Drawings with respect to product, workmanship, construction, maintenance while idle, finish, functional performance and identification. The Contractor's quality control system shall

include checking, approval and coordination of Submittals and the surveillance of all specified tests. Nothing contained in these quality control requirements shall be construed as limiting the obligations of the Contractor under the Contract Documents.

4.33.2 The Contractor's quality control system shall specifically incorporate the responsibility for checking all aspects of the Work including, but not limited to the Contractor-established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other items of Work which cannot be located and inspected without uncovering once the particular part of the Work is complete. Data so obtained shall be recorded on the record documents.

4.34 Incidents with Historic Property Deposits:

4.34.1 The Contractor shall at once cease operations in the affected areas and notify in writing the Official of any historic property deposits, as determined by the City of Newton Historical Commission or the Massachusetts Historical Commission, which are encountered or unearthed during the execution of the Work. The Contractor shall provide for the protection of the deposits in a proper and satisfactory manner, and no further disturbance of the deposits shall be permitted until the Contractor has been notified by the Official that Work can be resumed in the affected areas.

4.34.2 If any such incident with historic properties causes or will cause delay, extension or acceleration that postpones, extends or any other manner alters the schedule or completion of all or part of the Work, the Official shall, pursuant to the provisions in Articles 11 and 12, make or negotiate with the Contractor, an adjustment in Contract Price or Contract Time for any increases in the Contractor's cost or the time required to perform the Work. The Contractor assumes responsibility for any delay, extension or acceleration, from an incident with historical properties, which is reasonable under the Contract Documents.

4.35 Related Work at Site:

4.35.1 The City may perform other work at the Site with the City's own forces or have other work performed by other persons. If the Contract Documents did not note that other work is to be performed, written notice will be given to the Contractor prior to starting that other work.

4.35.2 The Contractor shall afford each other person or the City when performing other work proper and safe access to the Site and a reasonable opportunity for the handling, unloading and storage of materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs. The Contractor shall not cut, excavate or otherwise alter any other work without the written consent of the other person and the Architect. The Contractor shall afford each other person prompt written notice whenever Work interfacing with the person's work has been performed.

4.35.3 If any part of the Work depends for proper execution or results on the work of the City or another person, the Contractor shall inspect and promptly report to the Architect in writing conditions in that work which render it unavailable or unsuitable for proper execution and results. The Contractor's failure to do so will constitute an acceptance of other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work.

4.35.4 Wherever Work to be performed by the Contractor is dependent upon the work of others; the Contractor shall coordinate his Work with the dependent work to the same extent that he is required to coordinate dependent work. Subcontractor work under paragraph 6.2. Installation of Work by the Contractor or by any Subcontractor in any given area shall constitute acceptance by the Contractor or that Subcontractor of all previously placed dependent work.

4.35.5 If the City contracts with others for other work, the person or organization that will have the authority and responsibility for coordinating the activities of the Contractor and those others will be identified in the Supplementary Conditions. Unless otherwise specifically stated, neither the City nor the Architect shall have any authority or responsibility for coordination of the activities of the Contractor and those others.

4.35.6 Unless otherwise so provided in the Supplementary Conditions, the Contractor shall coordinate the preparation and checking of Submittals with those other persons whose work in any way relates or depends upon the Work, or vice versa, and the Contractor shall so represent it in the Contractor's Submittal to the Architect. Upon receipt of approval of those Submittals from the Architect, or receipt of a Submittal as "Re-submittal Not Required" from the Official, the Contractor shall promptly furnish prints of those Submittals to those other parties.

4.36 Mutual Duties and Responsibilities:

- 4.36.1 If the Contractor causes damage to the work or property of others, or if a claim arising out of the Contractor's execution of Work is made by a person against the Contractor, the City, or the Architect, the Contractor shall promptly attempt to settle with that person by agreement or otherwise resolve the claim. The Contractor shall defend, indemnify and hold harmless the City and the Architect from and against all claims, causes of action, lawsuits, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to charges of engineers, attorneys and other professionals and costs of both defense and appeal, if any, arising out of or resulting from damage by the Contractor to the work or property of others or from the Contractor's execution of the Work.
- 4.36.2 If another person causes damage to the Work or property of the Contractor, or if the performance of other work results in any other claim by the Contractor, the Contractor shall promptly attempt to settle with that person by agreement or otherwise resolve the claim. The Contractor shall not institute any action against the City or Architect, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or permit any action against them to be maintained in the Contractor's name or for his benefit in any court or before any tribunal, which action seeks to impose liability or recover damages from the City or Architect for such claim.
- 4.36.3 If another person performing other work causes delay, extension or acceleration that postpones, extends or in any other manner alters the schedule or completion of all or part of the Work, the Official shall, pursuant to Articles 11 and 12, make or negotiate with the Contractor, an adjustment in Contract Price or Contract Time for any increases in the Contractor's cost or the time required to perform the Work. The Contractor assumes responsibility for any delay, extension or acceleration caused by other work which is reasonable under the Contract Documents.
- 4.36.4 If another person performing other work is granted an extension in Contract Time on account of causes warranting said extension but without compensation, and said Contract Time is coterminous with a Contract Time under this Contract, and if the City concludes that said extension requires a change in the coterminous Contract Time, the Official shall authorize the necessary change in Contract Time only.

4.37 The Contractor's Responsibility for City Costs:

- 4.37.1 If the Contractor becomes involved in settling or otherwise resolving claims with other persons performing other work arising out of events covered under paragraphs 4.36.1 or 4.36.2, or because of any other related controversy, including damage to the Work or other work or a dispute about responsibility for clean-up or any other issue, neither the City, the Architect, nor any of their consultants, agents nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions unless ordered to do so by a court of competent jurisdiction. If the City incurs costs contrary to the provisions of this Article, the Contractor shall reimburse those cost to the City.

ARTICLE 5 - SUBCONTRACTORS AND SUPPLIERS

5.1 Use of Subcontractors:

- 5.1.1 The Contractor, in performance of the Work, shall use the Subcontractors named in the Contractor's Bid and shall not use any other Subcontractor in the performance of the Work against whom the Official has reasonable objections; nor shall the Contractor be required to employ any Subcontractor against whom he has a reasonable objection.
- 5.1.2 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official
- 5.1.3 If the City's consent to a Subcontractor named by the Contractor prior to the giving of the notice of award is withdrawn on the basis of subsequent reasonable objections, or the City has reasonable objection, or the City for the City's sole convenience objects, to a Subcontractor nominated after the giving of the notice of award, the Contractor shall promptly proceed to nominate a substitute Subcontractor for evaluation by the City.
- 5.1.4 If any such withdrawal of the City's consent or any such objection for the convenience of the City causes an increase or decrease in the Contractor's cost for the part of the Work in question, the Official shall, except as provided below, make an adjustment in the Contract Price equal to the difference in cost between the nominated and substitute sub-agreements for that part of the Work. If any such withdrawal or objection causes or will cause delays which extend, postpone or in any other manner alters the schedule or completion of all or part of the Work, the Contractor shall assume all of the Contractor's related delay, extension or acceleration costs, however, caused; except that the Official shall authorize the necessary change in Contract Time only. The Contractor assumes responsibility for any and all cost and delay resulting from the City's reasonable objection to a Subcontractor nominated after the notice of award.

5.1.5 The City's consent to a nominated Subcontractor shall not constitute a waiver of any right of the City to reject *defective* Work nor shall the authority given to the City under this paragraph give rise to any duty on the part of the City to exercise such authority for the benefit of the Contractor or any other person.

5.2 Relation Between Subcontractors and Contractor:

5.2.1 In the event that a suspension, delay, interruption or failure to act of the City increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment of an increase in the cost of his performance as provided for the Contractor under M.G.L. Chapter 30, Section 39O, paragraphs (a) and (b). Nothing in these paragraphs (a) and (b) shall in a way change, modify, or alter any other rights the Contractor or the Subcontractor may have against each other.

5.3 The Contractor's Continuing Responsibilities:

5.3.1 The Contractor shall be fully responsible to the City and the Architect for all acts and omissions of all the Subcontractors and Suppliers, at any tier, to the same extent as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the City or the Architect and any Subcontractor or Supplier, nor create any express or implied duty or obligation on the part of the City or the Architect to any Subcontractor or Supplier or the Contractor's sureties, to pay or to see to the payment of any monies owed to any of them.

5.4 Subagreements:

5.4.1 Work performed by a Subcontractor or Supplier shall be through an appropriate sub-agreement which expressly binds the Subcontractor or Supplier to the requirements of the Contract Documents for the express benefit of the City and the Architect, requires each of them to assume toward the Contractor all the obligations which the Contractor assumes toward the City and the Architect, and contains waiver provisions as required by paragraph 10.9. The Contractor shall pay each Subcontractor and Supplier as their interests may appear, a proportionate share of any funds received on account of losses under policies issued under Article 10.

5.4.2 Within seven (7) days after receipt of a written request from the Official, the Contractor shall submit an exact copy of each sub-agreement identified in the request. Such request shall not constitute approval of any Subcontractor by the Official. Time periods in Articles 11, 12 and 15 allowed to the City for making determinations on proposals, payments or claims shall be automatically extended if those sub-agreement(s) are not submitted within seven (7) days after receipt of a written request from the Official.

5.4.3 Subject to prior rights, if any, of the Contractor's surety, the Contractor assigns to the City each sub-agreement, which the City assumes by notifying the Subcontractor or Supplier in writing, upon a termination action under Article 14.

ARTICLE 6 - PROJECT COORDINATION

6.1 General Coordination:

6.1.1 The Contractor shall be responsible for the entire Project operations and shall properly coordinate the work of all trades and give all customary and proper assistance to all Subcontractors.

6.2 Subcontractor Coordination and Communications:

6.2.1 All communications and information to and from Subcontractors shall be through the Contractor.

6.2.2 If Work to be performed by the Contractor directly or through a Subcontractor, is dependent upon previously placed Work, the Contractor shall supply and/or install items to be built into the dependent Work, examine dependent Drawings or Specifications, and examine, check and verify dependent dimensions of previously placed Work. The Contractor shall notify the Architect of previously placed dependent Work which is unsatisfactory or will prevent a satisfactory installation of other Work. Installation of Work by the Contractor directly or through a Subcontractor, in any given area, shall constitute acceptance by the Contractor of all previously placed dependent Work.

6.3 Coordination of Electric Service:

6.3.1 The Contractor shall coordinate the installation of the permanent primary electrical service with the appropriate power company, to assure availability of sufficient power for all Project requirements so as not to cause any delay in the Work.

6.4 Coordination with other Contractors:

6.4.1 The Contractor shall coordinate his operations with those of the City's other contractors if they are on, about, or adjacent to, the Project site. Cooperation will be required with respect to access to the Project site in the arrangement for the storage of materials, and in the detailed execution of the Work.

ARTICLE 7 - PROSECUTION AND COMPLETION

7.1 Progress and Completion:

7.1.1 The Date for Commencement of the Contract Time shall be the date of execution of the Contract by the Official, unless otherwise directed in writing by the Official.

7.1.2 The Contractor shall commence the Work no earlier than the date of execution of the Contract by the Official, and shall prosecute and complete the Work regularly, diligently, and uninterruptedly at such rate or progress as will ensure Substantial Completion and Final Completion within the Contract Time(s).

7.1.3 Neither the Contractor nor the City shall be liable for any damages sustained by either party due to a failure to perform the Work under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a natural disaster (flood, hurricane, or earthquake); a state of war, an imminent security threat, acts of enemies, embargoes, labor strikes, provided that the Contractor has notified the Official in writing of such cause within fourteen (14) days after its occurrence.

7.1.4 Before any Work is started, the Contractor shall deliver to the Official all of the licenses, permits, certificates of insurance, and bonds required by the Contract Documents. All certificates of insurance shall clearly state ON THE FACE OF THE CERTIFICATE that: the City and any other entity required by the Contract are Additional Insureds on all required policies except Workers' Compensation for the covered project; that Waiver of Subrogation is included with respect to all policies and coverages listed above; that the above insurance is primary and non-contributory over any other insurance available to the City; that such insurance extends to contractual liability; and that should any of the above policies be cancelled before the expiration thereof the issuing insurer will mail written notice to the City as certificate holder thirty (30) days in advance. The following statement affirming that coverage completely complies with the contract requirements shall be included in the Special Items section of the certificate of insurance or in an attached Special Items Addendum Page: "The aforementioned insurance coverages completely comply with General Conditions Article 10 insurance requirements, Paragraphs 10.5 through 10.13. Refer to Article 10, Paragraphs 10.5 through 10.11 for additional insurance requirements.

7.1.5 The Contractor shall start performance and furnishing of the Work on the Date of Commencement of the Contract Time. No Work shall be done at the site prior to the date on which the corresponding Contract Time starts to run.

7.1.6 Within ten (10) days after the City executes the Agreement, a pre-construction meeting will be held to record twenty-four hour emergency telephone numbers for key personnel; to review the qualifications of key Contractor personnel, the Contractor's plans for lay-down, staging, construction traffic, access to the site, parking and other similar matters; to review procedures for Change Orders, Change Authorizations and Submittals; and to establish and understanding among the parties as to the Work.

7.2 Compliance with Contract Time Requirements:

7.2.1 The Contractor shall prosecute the Work with the diligence necessary to ensure its completion within the Contract Time. The Contractor shall provide sufficient labor, materials and equipment, and shall promptly undertake appropriate action to recover schedule, as may be necessary to comply with the Contract Time requirements. Except as otherwise may be permitted by the Contract Documents, all Work at the site shall be performed during normal working hours, unless the Contractor has obtained the City's prior written consent.

7.2.2 Normal working hours shall be as per the City's Noise Ordinance, secs. 20-13--20-19 of the Revised Ordinances of the City of Newton, or based on a schedule beginning no earlier than 7:00 A.M. and ending no later than 7:00 P.M. on weekdays (excluding legal holidays), but not exceeding forty-eight (48) hours per week. If Work during other than normal working

hours is scheduled by the Contractor, he shall reimburse the City for all of the City's associated extra costs; such costs to include, but not necessarily limited to, the Architect's related charges to the City and other costs assessed against or incurred by the City as designated in the Contract Documents, and if not designated, which the Contractor could reasonably have been expected to be aware of.

7.2.3 Given the Contract Time requirements of the Contract Documents, Early Dates in the Progress Schedule shall be based on proceeding with all or part of the Work exactly on the date when the Contract Time for the Work, or designated part of the Work, commences to run. Late Dates shall be based on completing the Work, or specified part of the Work, exactly on the corresponding Contract Time.

7.2.4 No Work shall be performed in other than daylight conditions unless adequate lighting has been provided by the Contractor after securing all required written approvals.

7.2.5 The Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Contractor shall exercise reasonable precautions, efforts and measures to avoid or mitigate situations that would cause delays.

7.3 Substantial Completion; Partial Completion:

7.3.1 When the Contractor considers that (a) the entire Work, or (b) a portion of the Work, for which a Contract Time for Substantial Completion has been specified in the Contract Documents, has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, the Contractor shall notify the City and Architect in writing that the Contractor considers the Work substantially complete, or that portion of the Work substantially complete as the case may be. Within a reasonable time after receipt of any such notice from the Contractor and Architect shall inspect the Work or designated portion of the Work to determine the status of completion. If the Architect does not consider (a) the Work substantially complete, or (b) the portion of the Work inspected substantially complete, the Official will, within thirty (30) days after the inspection, present in writing to the Contractor an itemized list of incomplete and unsatisfactory Work sufficient to demonstrate the basis for that determination.

7.3.2 If the City, with the advice of the Architect, considers the Work substantially complete, the City will, within twenty-one (21) days of receipt of the Contractor's certification, present to the Contractor a written declaration that the Work has been substantially completed. Such declaration shall fix a date of Substantial Completion and may attach a preliminary list of minor incomplete or unsatisfactory items not impairing the usefulness of the Work as the City, with the advice of the Architect, believes justifiable which shall be completed or corrected by the Contractor before the City considers the Work acceptable and ready for final payment.

7.3.3 In the event that the City fails to respond, by presentation of a written declaration or itemized list, to the Contractor's certification within the twenty-one (21) day period, the Contractor's certification shall take effect as the City's declaration that the Work has been substantially completed. The term "substantially complete" as applied to any Work refers to Substantial Completion.

7.3.4 At the time of delivery of the City's written declaration of Substantial Completion of the Work or part of the Work under Partial Utilization, the City will attach the Architect's written recommendation as to division of responsibilities between the City and the Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees, pending final payment or Substantial Completion of the entire Work. If approved by the City, such written recommendation shall become binding upon the City and the Contractor, unless they have otherwise agreed in writing and so informed the Architect, prior to the Official issuing the Certificate of Substantial Completion.

7.3.5 If the Architect and City consider, or if after consideration of the City's objections, the Architect considers the entire Work substantially complete, or the portion of the Work inspected substantially complete, the Architect will deliver to the City and Contractor a Certificate of Substantial Completion with a Punch List fixing a date of Substantial Completion, a date for completion of the Punch List to the satisfaction of the Architect and, in the case of Substantial Completion of the Work or Partial Utilization under paragraph 7.4, a recommendation as to the division of responsibilities between the City and Contractor. If after considering the City's objections, the Architect determines that the entire Work is not substantially complete, or the portion of the Work inspected is not substantially complete, the Architect will notify the Contractor in writing stating the reasons.

7.4 Partial Utilization:

- 7.4.1 Utilization by the City, of any part of the Work, prior to Substantial Completion of the Work shall not affect the times of Substantial or Final Completion.
- 7.4.2 The Contractor agrees to permit the Partial Utilization of any part of the Work, by the City prior to Substantial Completion, in accordance with the following terms:
- 7.4.3 The City will, prior to any such Partial Utilization, give written notice to the Contractor indicating the areas intended to be used and occupied and commencement date(s) of such use.
- 7.4.4 Upon receipt of such notice of intent from the City, the Contractor shall promptly secure and submit to the Official endorsement from the Contractor's insurance carrier(s) and written consent from the Contractor's surety, permitting occupancy and use of the part of the Work, by the City. In addition, all Contractor or subcontractor workers who may be present in any part of the Work when students are present must be CORI checked and evidence of such provided to the City.
- 7.4.5 The Contractor shall maintain all insurance required under the Contract Documents for all portions of the Work used or occupied by the City. Such occupancy shall not affect the various guarantee periods called for by the Contract Documents.
- 7.4.6 The utilization of any part of the Work, by the City shall not be construed as final acceptance of Work, nor relieve the Contractor of the Contractor's obligation to perform any Work required by the Contract Documents, but not completed prior to Substantial Completion in, and with respect to, the areas to be occupied prior to the stipulated date Substantial Completion of the Work.
- 7.4.7 The Contractor shall not be required to maintain or clean the portion(s) of the Work so occupied, nor shall the Contractor be responsible for wear and tear or damage resulting solely from such occupancy.
- 7.4.8 It is understood and agreed that when any portion of the Work is in a reasonable condition, in the opinion of the Official, to receive any fittings or furniture or other property of the City not included in the Contract Documents, the Contractor shall provide all necessary facilities and protection.
- 7.5 City-Caused Delay:
- 7.5.1 In the event a suspension, delay, interruption or failure to act of the City increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as the provisions 7.5.2 and 7.5.3 give the Contractor against the City, but nothing in provisions 7.5.2 and 7.5.3 shall in any way change, modify or alter any other rights which the Contractor or the subcontractor may have against each other.
- 7.5.2 The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the City; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the City to act within the time specified in this Contract, the City shall make an adjustment in the Contract Price for any increase in the cost of performance of this Contract but shall not include any profit to the Contractor on such increase; and provided further, that the City shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which the Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.
- 7.5.3 The Contractor must submit the amount of a claim under provision 7.5.2 to the City in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the City shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the City in writing of the act or failure to act involved in the claim. The City and the Contractor agree that it is both reasonable and practicable for any Notice of Claim under the provisions of paragraph 7.5.2 to be filed in writing with the Official no later than thirty (30) days after the end of the suspension, delay, interruption or failure to act that gives rise to the claim
- 7.5.4 No City-caused delay is unreasonable unless it exceeds the time specified or contemplated for the act (or failure to act) in the Progress Schedule for Work involved or affected by the City-caused delay.

7.5.5 Except as provided in this paragraph, no order or act, or failure to act, of the City or Architect shall constitute an unreasonable City-caused delay, or a City-caused delay which justifies an increase in Contract Price or Contract Time. No claim for an increase in Contract Price or other damages or any other claim other than for an extension in Contract Time shall be made or asserted against the City by reason of any delays unless specifically allowed by the Contract Documents or required by law. The Contractor shall not be entitled to an increase in the Contract Price or to compensation of any kind from the City, including extended site and home office overhead, for direct, indirect, consequential impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption or interference from any cause whatsoever. This provision shall not preclude recovery of damages by the Contractor for hindrances or delay due solely to fraud or bad faith on the part of the City or its agents. Otherwise, the Contractor shall be entitled only to a non-compensable extension to the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent provided above.

7.6 Division of Responsibilities:

7.6.1 At the time of delivery of the certificate of Substantial Completion of the Work, or a certificate of Substantial Completion of a portion of the Work under Partial Utilization, the Architect will attach a written recommendation as to division of responsibilities between the City and Contractor for security, operation, safety, maintenance, utilities, insurance, and warranties and guarantees, pending final payment (or Substantial Completion of the Work), which shall be binding upon the City and Contractor, unless the City and Contractor have otherwise agreed in writing and so informed the Architect.

7.6.2 Any Architect's recommendation as to division of responsibilities under Partial Utilization shall bind the City and Contractor at the time when the City starts that Partial Utilization following receipts of evidence of compliance with the requirements of paragraph 10.8 regarding property insurance.

7.7 Unreasonable Delay, Extension or Acceleration:

7.7.1 For the purposes of justifying increases in Contract Price, no delay or extension (or acceleration in lieu of any such delay or extension) for which the City is responsible under the Contract Documents shall be unreasonable under the circumstances, however caused, unless it extends completion of all or a specified part of the Work beyond the time specified or contemplated for all or a part of the Work in the Progress Schedule.

7.8 Use of Float:

7.8.1 Total Float and Contract Float, whether expressly disclosed in the Progress Schedule or implied by the use of float suppression techniques, are not for the exclusive benefit of the Contractor or City, and shall be available to the City, Architect and Contractor to offset delays which postpone, extend or in any other manner alter the schedule or completion of all or part of the Work.

7.8.2 Adjustment or removal by the Contractor of any float suppression techniques used, e.g. preferential sequencing, crew movements, equipment use, form reuse, etc., extended duration, imposed dates, scheduling Work not required for a Contract Time as required Work anyhow, and others will be a prerequisite to an increase in Contract Price or Contract Time.

ARTICLE 8 - PROGRESS PAYMENTS, FINAL PAYMENT & ACCEPTANCE

8.1 Schedule of Values; Application for Payment

8.1.1 The Schedule of Values shall subdivide the Work into component parts in sufficient detail to facilitate and serve as the basis for progress payments, as specified in these General Conditions, and if not specified, by further detailing of the Contractor's bid breakdown. For each item, the Schedule of Values shall include quantities; direct craft labor man hours, labor cost and material/equipment cost. Labor costs shall include an appropriate amount of construction equipment costs, supplemental costs, administrative expenses, contingencies and profit.

8.1.2 Pursuant to M.G.L. Chapter 30 §39 K, within fifteen (15) days after receipt from the Contractor, of an Application for Payment, the City will make a periodic payment to the Contractor for the work performed during the preceding month, and upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances as noted on the Transfer of Title Form, for the materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location approved in writing by the Official to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the City, less (1) a retention based on its estimate of the fair value of its claims against the Contractor, and less (2) a retention for direct payments to

Subcontractors based on demands for same in accordance with the provisions of M.G.L. Chapter 30, Section 39F, and less (3) a retention not exceeding five percent (5%) of the approved amount of the periodic payment. Payment for materials and equipment stored on or off the Site shall be conditioned on compliance by the Contractor with procedures satisfactory to the City to establish the City's title to such materials or equipment or otherwise protect the City's interest, at a minimum to include a fully executed Transfer of Title Form.

8.1.3 The Contractor's Application for Payment shall be delivered on the day of each month established by the Official, by hand or by registered or certified mail, with return receipt requested, to the office of the Architect. The Architect shall mark the Application with the date of receipt. The date of receipt of an Application for Payment received on a Saturday shall be the first working day thereafter.

8.1.4 Such Application for Payment shall be in accordance with the Schedule of Values and made on a two-part form approved by the Official and shall be arithmetically correct and shall show (a) the value of labor and materials used in the work, and (b) the value, quantity of each item of materials not incorporated in the work but delivered and suitably stored at the site or elsewhere in accordance with this Article, and shall be accompanied by receipted bills for or other acceptable evidence of the ownership of, and satisfactory authority to transfer title to the City of, the materials not incorporated in the Work, and in addition, on a form satisfactory to the Official, an instrument transferring to the City title to the aforesaid materials. In addition, all Applications for Payment shall contain a separate item for each filed Subcontractor as of the date the Application is filed.

8.1.5 The Architect will submit the Contractor's Application for Payment, as checked and approved by the Architect, together with the Architect's certificate, to the Official not later than five (5) business days from the date the Architect receives an Application in the proper form from the Contractor.

8.1.6 The Contractor shall also submit, when requested by the Official or the Architect, vouchers and such other information showing payments already made by him for labor and materials used in the Work.

8.1.7 The Architect shall issue certificates for payments monthly, based on the Contractor's monthly Application for Payment. All orders and certificates shall be approved by the Official and shall not be binding on the City until so approved.

8.1.8 An Application for Payment covering Work of Subcontractors or Suppliers shall exclude amounts the Contractor or a Subcontractor does not intend to pay to Subcontractors or Suppliers for any reason. The Contractor will not be paid for any Work performed by a Subcontractor until all required evidence of insurance for that Subcontractor has been received and reviewed by the official, if such information has been requested by the Official. The Contractor and the Subcontractors shall promptly pay the amounts due to each Subcontractor and Supplier, upon receipt of payment from the City.

8.2 Intent of Review of Application for Payment:

8.2.1 The Architect's recommendation of any payment requested constitutes a representation to the City, based on on-site observations and on the Architect's review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated, that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the Work for conformance with the Contract Documents as a functioning whole prior to and upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation, and that the Contractor is entitled to payment of the amount recommended.

8.2.2 In the case of final payment, the Architect's recommendation that the Work is acceptable shall be an additional representation by the Architect to the Owner that the conditions governing final payment to the Contractor have been met.

8.3 Review of Applications for Payment:

8.3.1 The Official's review of an Application for Payment will be based on on-site observations by the Architect, and on the Architect's review of the Application for Payment and of the accompanying data and schedules, and shall indicate that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and that the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests specified in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications so stated.

8.3.2 The Official may make changes in any Application for Payment submitted by the Contractor, and the payment due on said Application shall be computed in accordance with the changes so made, but such changes or any requirement for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment shall be computed in accordance with the changes made as provided herein; provided that the Official may, within seven (7) days after receipt, return to the Contractor for correction any Application which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such Application shall be the date of receipt of the corrected Application in the proper form and with arithmetically correct computations.

8.3.3 No certificate given or payment made shall be evidence of the performance of this Contract, either wholly or in part and no payment, whether made upon the final certificate or otherwise, shall be construed as an acceptance of *defective* work or materials.

8.3.4 No payment will be made for General Conditions by the City to the Contractor until the 1) Schedule of Values; 2) Progress Schedule; 3) Schedule of Shop Drawings Submittals and Shop Drawing Log; 4) all other technical submittals, including but not limited to a Schedule for Samples, Test Procedures, Test Results and other Printed Data have all been submitted, reviewed and determined to be in accordance with the requirements of the Contract Documents. In addition, no payment will be made for General Conditions by the City to the Contractor unless Record Drawings in the required format are provided, maintained and regularly updated by the Contractor in accordance with the requirements of the Contract Documents. The City may withhold such amounts from progress payments or from the final payment due or to become due to the Contractor as are necessary to satisfy any obligations of the Contractor under the Contract, or to satisfy other obligations of the Contractor not related to the Contract which the City is ordered to satisfy by a court of competent jurisdiction or is required to satisfy by law. Obligations of the Contractor under the Contract that may result in withholding all or part of a payment if, in the discretion of the City, are not satisfactorily provided include but are not limited to: obtain all required permits and licenses; provide the required temporary facilities; security of the Site; maintenance and weekly cleaning of the Site; fire protection; wind protection; noise/pollution control; establishment of a quality control system; coordination of sub-trades and suppliers; provide a full-time licensed superintendent and competent foreman; payment of police detail and fire watch accounts; payment of City costs for evaluation of substitution requests; payment for site utilities; payment for all labor and materials; correction of defective work; provide project photographs; establish and maintain on-site permanent benchmarks; provide operating, service and maintenance instructions; delivery of warranties and guarantees and follow all required close-out and commissioning procedures.

8.4 Refusal to Recommend or to Make Payment:

8.4.1 The City may withhold from any payment an amount based on the Official's estimate of the fair value of its claims against the Contractor, including but not limited to, any liquidated damages that would become or have been determined to be due; claims made against the City on account of the Contractor's performance or furnishing of the Work; direct payments due to Subcontractors in accordance with the provisions of M.G.L. Chapter 30, §39F; subsequently discovered evidence or other items entitling the City to a withholding or set-off against the amount recommended; or because of the Architect's refusal to recommend payment. The Official will give the Contractor immediate written notice stating the reasons for such action.

8.4.2 The Architect may refuse to recommend the whole or any part of any payment, or because of subsequently discovered evidence or inspection or test results, nullify any such payment previously recommended, as may be necessary in the Architect's opinion, to protect the City from loss because: the Work is *defective*, or completed Work has been damaged requiring correction or replacement; the Contract Price has been reduced by Change Order; the City has been required to correct *defective* Work or to complete Work; reasonable evidence exists that the Work, or specified part, cannot be completed for the Contract Price or will not be completed within the Contract Time; third party claims filed or reasonable evidence indicating the probable filing of such claims; failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment; persistent failure to carry out the Work in accordance with the Contract Documents.

8.5 Payment Upon Substantial Completion:

8.5.1 Within sixty-five (65) days after the date of Substantial Completion, the Official shall send to the Contractor for acceptance a Substantial Completion estimate for the quantity and price of the Work done and all but one percent (1%) retainage on that Work, including the quantity, price and all but one percent (1%) retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory items and less the total progress payments made to date for the Work. The Official also shall deduct from the Substantial Completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts

pursuant to M.G.L. Chapter 30, Section 39F, but the Official shall not deduct any amount by virtue of claims asserted against the Contractor by Subcontractors or Suppliers.

- 8.5.2 Within fifteen (15) days after the effective date of declaration of Substantial Completion, the Official shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory Work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such items within forty-five (45) days after the receipt of such list or before the date for final payment and acceptance, whichever is later. If the Contractor fails to complete the Work items within such time, the Official may, subsequent to seven (7) days written notice to the Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory items and charge the cost of same to the Contractor.
- 8.5.3 If the Official fails to prepare and send to the Contractor any Substantial Completion estimate required by this paragraph on or before the date specified, the City shall pay to the Contractor interest on the amount which would have been due pursuant to such Substantial Completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the Official sends that Substantial Completion estimate to the Contractor for acceptance or to the date of payment, whichever occurs first. The Official shall include the amount of such interest in the Substantial Completion estimate.
- 8.5.4 Not later than the sixty-fifth (65th) day after each Subcontractor substantially completes his Work in accordance with the Contract Documents, the entire balance due under the Subcontract, less amounts retained by the Official as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the City shall pay that amount to the Contractor. The Contractor shall pay to the Subcontractor the full amount received from the City less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.
- 8.5.5 If, within seventy (70) days after the Subcontractor has substantially completed his Work, the Subcontractor has not received from the Contractor the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that balance from the City. The demand shall be by a sworn statement delivered to or sent by registered mail to the Official, and a copy shall be delivered to or sent by registered mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the Subcontract and a statement of the status of completion of the Subcontract Work. Any demand made after Substantial Completion of the Subcontract Work shall be valid even if delivered or mailed prior to the seventieth (70th) day after the Subcontractor has substantially completed the Work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the Official and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by registered mail to the Official and a copy shall be delivered to or sent by registered mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor and the amount due for each claim made by the Contractor against the Subcontractor.
- 8.5.6 Within fifteen (15) days after receipt of the demand by the Official, but in no event prior to the seventieth day after Substantial Completion of the Subcontract Work, the Official shall make direct payment to the Subcontractor of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor less any amount (i) retained by the City as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Official shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by paragraph 8.5.5 above. The City shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this paragraph.
- 8.5.7 The City shall deposit the amount deducted from a direct payment as provided in part (iii) of paragraph 8.5.6 in an interest-bearing joint account in the names of the Contractor and Subcontractor in a bank in Massachusetts selected by the Official or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction and appropriate venue.
- 8.5.8 All direct payments and deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant in a paragraph 8.5.7, shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in

the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.

8.5.9 The Official shall deduct from payments to the Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to paragraph 8.5.7, are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be designated for such direct payments, and the Subcontractors all have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

8.6 Payment to Subcontractors (Chapter 30 §39F):

8.6.1 After the Contractor receives payment on account of an Application for Payment, the Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

8.6.2 Each payment made by the City to the Contractor for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of that Subcontractor; and the Official shall take reasonable steps to compel the Contractor to so pay such Subcontractor, however the City shall have no obligation to pay or to see to the payment of money to any Subcontractor or Supplier, except as may otherwise be required by law or by a court of competent jurisdiction. If the Official has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor, the Official shall act upon the demand as provided in this Article.

8.6.3 Any assignment by a Subcontractor of the rights under this paragraph 8.6 to a surety company furnishing a bond under the provisions of M.G.L. Chapter 149, §29 shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the City or which are on deposit pursuant to paragraph 8.5.7 shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this Section and who have not been paid in full.

8.6.4 A Contractor or Subcontractor shall enforce a claim to any portions of the amount of a demand for direct payment deposited as provided in this Article, by a petition in equity in the Superior Court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in this Article by a petition in equity in the Superior Court against the City and the Contractor shall not be a necessary party.

8.6.5 "Subcontractor" as used in this paragraph 8.6 shall mean a person who files a Sub-Bid and receives a subcontract as a result of that filed Sub-bid or who is approved by the Official in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor.

8.7 Final Application for Payment:

8.7.1 Upon written notice from the Contractor that the entire Work or a specified part is complete and ready for final payment, the Architect will make final inspection with the Official and the Architect will notify the Contractor in writing of all instances of incomplete or *defective* Work revealed by the final inspection. The Contractor shall immediately undertake any necessary measures to correct the deficiencies.

8.7.2 After the Contractor has completed all such corrections to the satisfaction of the Architect and delivered all maintenance and operating instructions, guarantees, bonds, certificates of inspection, marked-up record documents (revised to reflect any changes or corrections made after Substantial Completion) and all other required documents, and after the Architect has consented to review the Work to determine whether it is acceptable, the Contractor may make application for final payment. The application for final payment shall enclose: affidavits certifying that the bonds and insurance are in effect and that insurance coverage will not be canceled, adversely changed or renewal refused except as provided under paragraph 10.5.5; AIA document G707 certifying that the surety agrees that final payment shall not relieve the surety of any of its obligations under the Bond; affidavits of compliance; complete and legally effective waivers acceptable to the Official from all persons holding payment claims against the Work, or if any Subcontractor or Supplier refuses or fails to furnish such waiver, a bond or other security acceptable to the Official to indemnify the City against any such payment claim; and a list of all property damage and injury insurance claims arising due to Work performed handled by the Contractor and the Contractor's insurer identifying the claimant, the nature and the action taken.

8.8 Final Payment and Acceptance:

- 8.8.1 If, on the basis of the Architect's observation of the Work and final inspection, and his review of the final Application for Payment, the Architect is satisfied that the Work, or specified part of the Work, has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect will, within thirty (30) days after receipt of the final Application for Payment, furnish to the Official and the Contractor the Architect's recommendation of acceptance. If not satisfied, the Architect will return the Application to the Contractor indicating in writing the reasons for not recommending final payment and acceptance, in which case the Contractor shall make the necessary corrections and resubmit the Application.
- 8.8.2 After the receipt of an Application for final payment, and within sixty-five (65) days after (a) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Official, less than one percent (1%) of the original Contract Price, or (b) the Contractor substantially completes the Work and the City takes possession for occupancy, whichever occurs first, the City shall pay the Contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of M.G.L. Chapter 30, §39F, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in §39F.
- 8.8.3 If the City fails to make payment as provided for in Paragraph 8.8.2, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Newton commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on an Application for final payment until fifteen (15) days after receipt of such an Application from the Contractor. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.
- 8.8.4 If the City fails to prepare and send to the Contractor the final estimate within thirty (30) days after receipt of notice of completion, the City shall include in the final estimate interest on the amount which would have been due to the Contractor at the rate specified in paragraph 8.5.3 from the thirtieth (30th) day after such completion until the date on which the Official sends the final estimate to the Contractor for acceptance or the date of payment, whichever occurs first, provided that the Official's inspection shows that no Work items required by the Contract Documents remain incomplete or unsatisfactory. Interest shall not be paid under this provision on amounts for which interest is to be paid under paragraph 8.4.
- 8.8.5 In consideration of execution of this Contract by the City, the Contractor agrees that simultaneously with the acceptance of what the City tenders as the final payment by it under this Contract, he will execute and deliver to the City an instrument under seal releasing and forever discharging the City of and from any and all claims, demands, and liabilities whatsoever of every name and nature both at law and in equity arising from growing out of, or in any way connected with this Contract, save only such claims, demands, and liabilities as are expressly excepted in said instrument. It is agreed that the person who in fact executes and delivers said instrument shall be deemed to be authorized and empowered to execute and deliver the same on behalf of the Contractor.
- 8.8.6 If the City does not concur with the Architect's determination, the City will return the application to the Contractor indicating in writing the reasons for refusing final acceptance, in which case the Contractor shall make the necessary corrections and resubmit the application. The City's written determination will be binding upon the Contractor, unless he delivers to the City a written Notice of Claim within thirty (30) days after receipt of the determination in compliance with Article 15.
- 8.8.7 If through no fault of the Contractor final completion of the Work is significantly delayed and if recommended by the Architect, the City may, upon receipt of the Contractor's Final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the balance to be held by the City for Work not fully completed or corrected is less than the retainage on that Work, the affidavits specified in paragraph 8.7.2 and the releases or waiver, or bonds, shall be furnished as required and submitted by the Contractor. Payment of the balance due shall be made under the provisions for final payment, but it shall not constitute a waiver of claims.
- 8.9 Payment for Labor and Materials by Contractors and Subcontractors:
- 8.9.1 The Contractor agrees that he and all Subcontractors performing the Work shall pay for all Labor performed or furnished and materials used or employed in the performance of the Work including lumber so employed which is not incorporated in the Work and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its full salvage value, and including also any material specially fabricated at the order of the

Contractor or Subcontractor for use as a component part of the Work so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into the Work, but only to the extent that such specially fabricated materials is in conformity with the Contract Documents, or any charges for materials used or employed therein which are consigned to the Contractor or to a Subcontractor who has a direct contractual relationship with the Contractor, and shall pay all sums due for the rental or hire of vehicles, steam shovels, roller propelled by steam or other power, concrete mixers, tools, and other appliances and equipment employed in the Work; and shall pay the transportation charges directly related to such rental or hire; and shall pay all sums due trustees or other persons authorized to collect such payments from the Contractor or Subcontractors based upon the labor performed or furnished as aforesaid for a maximum of one-hundred twenty (120) consecutive calendar days, for health and welfare plans and other fringe benefits which are payable in cash, and provided for in collective bargaining agreements between organized labor and the Contractor or Subcontractors.

8.9.2 In the event that the Contract Documents provide for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.

8.10 Penalties for False Claims:

8.10.1 The attention of the Contractor and all Subcontractors is directed to each of the following sections of the M.G.L. regarding penalties for presentation to the City of what the Contractor or Subcontractor knows to be a false claim or claims.

8.10.1.1 M.G.L. Chapter 266, §67B provides for criminal penalties of a fine of not more than Ten Thousand Dollars (\$10,000.00) or for imprisonment for not more than five years in State Prison or for not more than two and one half years in the House of Correction, or both; M.G.L. Chapter 12, §5B provides for civil penalties of not less than Five Thousand Dollars (\$5,000.00) and not more than Ten Thousand Dollars (\$10,000.00) per violation, plus three times the amount of damages sustained by the City as well as the cost to recover said damages; and M.G.L. Chapter 29, §29F provides for debarment from bidding on all public work for a specified period of time that may be imposed for willfully supplying materially false information incident to performing any public contract or subcontract.

8.11 Contractor's Continuing Obligation:

8.11.1 The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following constitutes acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents: (a) a recommendation of any progress or final payment by the Architect, (b) the issuance of a certificate of Substantial Completion, (c) any payment by the City to the Contractor, (d) any Partial Utilization by the City, (e) any act of acceptance by the City nor any failure to do so, (f) any review and approval of a Shop Drawing, sample, test procedure, or other Submittal, (g) any review of a Progress Schedule, (h) any inspections, tests or approvals, (i) the issuance of a notice of acceptability by the Architect, (j) any correction of *defective* Work by the Official.

8.12 Waiver of Claims:

8.12.1 The making and acceptance of final payment will not constitute a waiver by the City of any rights in respect of the Contractor's continuing obligations under the Contract Documents, nor will it constitute a waiver of (a) any claims by the City against the Contractor still unsettled, (b) any claims arising from unsettled payment claims, *defective* Work appearing after final inspection or failure by the Contractor to comply with the Contract Documents or the terms of any special warranties or guarantees provided by the Contract Documents or by Law.

8.12.2 The making and acceptance of final payment will constitute a waiver of all claims by the Contractor against the City other than those previously made on a timely basis in writing and still unsettled.

ARTICLE 9 - PROTECTION OF PERSONS AND PROPERTY

9.1 General:

9.1.1 The Contractor shall be responsible for all Site security and he shall protect everything on, in, or at the site from injury by water, frost, wind, fire, accident, theft, vandalism or other cause, and any interference; take charge of, protect, and be liable for any loss of or damage to the materials for use under this Contract delivered at or in the vicinity of the Site, and whether or not suitably stored at the Site, or at some other location agreed upon in writing by the Official, pursuant to this

Section by whomever furnished; take all proper precautions to protect the City's property or adjoining property from damage or unnecessary interference; provide proper means of access to the property and replace or put in a good condition every public or private way, conduit, catch basin, fence, trees, or other things damaged by the Contractor in performing the Work, unless permanently done away with on approval of the Official, for the proper performance of the Work; take all proper precautions to protect persons from injury, unnecessary interference or inconvenience, and be responsible for the results of any failure in doing so; leave an obstructed way along public and private places for pedestrians and vehicular traffic and leave direct access to hydrants; provide proper walks over and around any obstruction made in public places in the performance of the Work; maintain from the beginning of twilight through the whole of every night, on or near the obstruction, sufficient lights and guards to protect travelers from injury thereby; when the Work is suspended keep all roadways and sidewalks in proper condition, and put and leave the same in safe condition at the completion of the Work, all to the satisfaction of the Official.

9.1.2 Any additional requirements for protection of persons and property shall be as set forth in these General Conditions and in the Supplementary Conditions.

9.2 Safety and Protection:

9.2.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs.

The Contractor shall take all necessary precautions for the safety of, and shall erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work, (b) other persons who may be affected, (c) all the Work and materials and equipment to be incorporated into the Work whether in storage on or off the Site and (d) other property at or adjacent to the Site including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. Unless otherwise stated in writing by the Contractor to the Official, the Contractor's safety representative at the site shall be the superintendent.

9.2.2 The Contractor shall, and shall require all Subcontractors to comply with all Laws including City ordinances and regulations governing the safety and protection of persons or property, including but not limited to (a) the Occupational Safety and Health Act and the Hazard Communication Act, as promulgated by the Federal Government and as adopted by the Commonwealth of Massachusetts, and (b) all applicable State health and safety requirements. The Contractor shall be responsible for all fines and penalties imposed for any related violation(s) of Federal, State and City health and safety requirements.

9.2.3 The Contractor shall notify owners of adjacent property, including Underground Utility owners, in writing seventy-two hours in advance when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. The Contractor shall simultaneously notify the Clerk of the Works and Official of any notice given to owners of adjacent property. All damage, injury or loss to that property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or Supplier shall be remedied by the Contractor, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the City or the Architect, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to the Site. These Contractor's duties and responsibilities shall continue until the Architect has issued written notice to the City and the Contractor that the Work is acceptable.

9.2.4 Blasting operations, if any are specifically approved by the Official, shall be conducted by competent and suitably trained and qualified persons and in strict accordance with the rules and regulations of the Massachusetts Department of Public Safety governing the keeping, storage, use, manufacturer, sale, handling, transportation or other disposition of explosives, and such other rules and regulations as may be promulgated from time to time by authorities having jurisdiction. The Contractor shall obtain all required permits prior to the use of explosives, and shall furnish a copy of those permits to the Official prior to their use. When using other hazardous materials or equipment, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of competent and properly qualified persons.

9.2.5 The Contractor is fully responsible for initiating, maintaining and supervising all safety precautions and programs related to safety on the site. The Contractor shall submit to the Official no later than fifteen (15) days after the Date for the Commencement of Work, his written plan for site Safety and Accident prevention. This plan must be submitted to the Official prior to the Contractor's submittal of the first Application for Payment.

9.2.6 Except as otherwise may be provided in the technical specifications, if the Contractor encounters material at the site reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop all affected Work, report the condition to the Official in writing and take appropriate

health and safety precautions. Upon receipt of any such notice, the Official will investigate the conditions. If in fact the material is asbestos or PCBs which have not been rendered harmless, the Official shall suspend all affected Work and proceed to have the asbestos or PCB material removed or rendered harmless by either negotiating a Change Order or Change Authorization with the Contractor, by means of separate contract or as the Official may otherwise deem expedient, or in the alternative, terminate the affected Work or the entire Agreement for convenience, as provided in Article 14.

9.2.7 Once the material has been removed or rendered harmless, the affected Work shall be resumed as directed by the Official. If any such incident causes or will cause delay, extension or acceleration that postpones, extends or in any other manner alters the schedule or completion of all or part of the Work, the Owner shall, pursuant to the provisions in Articles 8 and 11, make or negotiate with the Contractor, an adjustment in Contract Price or Contract Time for any increases in the Contractor's actual documented cost or the time required to perform the Work. The Contractor assumes responsibility for any related delay, extension or acceleration that is reasonable under the Contract Documents.

9.3 Accident Prevention:

9.3.1 The Contractor shall comply with all recommendations and requirements for accident prevention of the Associated General Contractors of America and the provisions for accident prevention included in the Commonwealth of Massachusetts, 454, CMR 10.0 "Construction Industry Rules and Regulations." The Contractor should note that these aforementioned recommendations and requirements are the minimum standards that are to be adhered to.

9.3.2 Neither the City nor the Architect nor any officer, agent or employee of either of them shall be responsible for providing safe working places, safety measures, means or techniques for the Contractor, Subcontractors or their employees or any individual.

9.4 Fire Protection and Prevention:

9.4.1 The Contractor will ensure that the requirements in the Contract Documents and any and all permits issued regarding Fire Protection and Prevention, including firewatch, are strictly adhered to during the entire Contract Time, until Final Completion of the Work.

9.5 Wind Protection:

9.5.1 The Contractor shall take every precaution to minimize danger to persons, damage to the Work, and damage to adjacent properties resulting from winds. These precautions shall include, but not limited to, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding or other temporary work.

9.6 Insurance Inspection:

9.6.1 The Contractor shall provide for periodic inspections by his insurance underwriters and shall submit written evidence of the same to the Official. The Contractor shall, at his expense, promptly carry out their recommendations.

9.7 Security:

9.7.1 The Contractor shall provide, at no increase in Contract Price, sufficient security at the Site at all times when the Contractor's personnel are not present for the protection of all Work, materials, equipment, and property at the Site, from the Commencement of the Work until Substantial Completion of the Project.

9.7.2 If the Contractor fails to provide sufficient security as called for in paragraph 9.7.1, the Official may elect to provide such sufficient security as required, and charge the associated costs to the Contractor.

9.8 Welding and Cutting:

9.8.1 All welding and cutting shall be in accordance with Newton Fire Department regulations. Torch cutting and/or welding operations by Subcontractors shall have the approval of the Contractor prior to start of such operations. In addition to the requirements of this Article, wherever electric or gas welding or cutting work is done in the vicinity of combustible material, or over areas where persons may be found, interposed shields of fireproof material shall be used to protect against fire damage or injury. Personnel with suitable fire extinguishing equipment shall be stationed near welding and cutting operations to prevent the sparks from lodging in floor cracks or passing through floor or wall openings and from

lodging in combustible materials. Chemical extinguishers shall be available and ready for use in all locations where torch cutting and/or welding operations are in progress.

9.9 Overloading:

9.9.1 The Contractor shall neither cause nor allow the design live load of any or all parts of the structure to be exceeded at any time during the performance of the Work.

9.10 Noise and Pollution Control:

9.10.1 All Work performed under the Contract Documents shall conform to the requirements of: M.G.L. Chapter 111, §§ 31C and 142D; Rules and Regulations adopted by the Commonwealth of Massachusetts Department of Public Health, Division of Environmental Health; the City of Newton Noise Ordinance, secs. 20-13 – 20-19 of the Revised Ordinances of the City of Newton; the Inspectional Services Department; the Newton Health and Human Services Department; and all other regulatory agencies having jurisdiction.

9.11 Weather Protection:

9.11.1 In accordance with the requirements of M.G.L. Chapter 149, §44G(d) the Contractor shall be responsible for initiating, maintaining and supervising all weather protection precautions and programs in connection with the Work. As part of this responsibility, the Contractor shall provide temporary enclosures and heat to permit construction work to be carried on during the months of November through March, and shall furnish, if required by the Official, one (1) accurate Fahrenheit thermometer with daily high and low readings for every 2,000 square feet of floor space where the work areas exceed 2,000 square feet.

9.11.2 "Weather Protection" shall mean the temporary protection of that Work adversely affected by moisture, wind and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Official and consistent with the approved Progress Schedule to permit the continuous progress of all Work necessary to maintain an orderly and efficient sequence of construction operations. The Contractor shall furnish and install all "weather protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40 degrees Fahrenheit at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials or the applicable general conditions set forth in the Contract Documents with added regard to performance obligations of the Contract, the Contractor shall submit to the Official the required number of copies of his proposed methods for "Weather Protection."

9.11.3 Weather protection and heating devices shall comply with safety regulations, including provisions for adequate ventilation and fire protection devices. Heating devices that may cause damage to finish surfaces shall not be used.

ARTICLE 10 - LEGAL REQUIREMENTS AND INSURANCE

10.1 Laws; Permits and Licenses:

10.1.1 The Contractor shall become familiar with and comply with all applicable Laws, and shall give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. Unless otherwise expressly stated, references in the Contract Documents to Laws shall mean the current version or edition of the Law. Unless expressly required by Law, neither the City nor Architect shall be responsible for monitoring the Contractor's compliance with any Laws. If the Contractor believes the Contract Documents deviate from the requirements of any permits, codes or Laws, the Contractor shall give the Architect and the City prompt written notice. If the Contractor performs any Work knowing or having reason to know it is contrary to any permits, codes or Laws, the Contractor shall bear responsibility for all resulting cost and delay. Except as provided in paragraph 10.1.3, the Contractor shall bear responsibility for all costs and delays arising from these obligations.

10.1.2 The Contractor shall obtain and pay for all legally required permits and licenses, and the Contractor shall pay all governmental charges, impact fees, inspection fees and other fees necessary for the prosecution of the Work including Work involved in a Change Order, Change Authorization or claim, and submit copies to the Architect. The Contractor shall meet all requirements of those permits, licenses and fees. If the Official has obtained any permits or licenses, the Contractor shall meet all requirements of those permits and licenses. The Contractor shall pay all charges of utility Officials for connections to the Work. Except as provided below, the Contractor shall bear all costs and delays arising from these responsibilities.

10.1.3 If the requirements of any issued permit or license, or of any Laws applicable to the Work, differ from those specified in the Contract Documents, or if not specified, enacted before the date of Bid opening, the Contractor shall, promptly after becoming aware, notify the Architect in writing. If the Official, with the advice of the Architect, concludes that the Contract Documents require changing because of that variance, the Official shall authorize the required changes together with any adjustment in Contract Price necessitated solely by the variance. If the variance causes or will cause delay, extensions or acceleration that postpones, extends or in any other manner alters the schedule or completion of all or part of the Work, the Official shall, pursuant to the provisions in Articles 11 and 12, make or negotiate with the Contractor, an adjustment in Contract Price or Contract Time for any increases in the Contractor's cost or the time required to perform the Work. The Contractor assumes responsibility for any related delay, extension or acceleration under the Contract Documents.

10.1.4 If the Contractor observes that the Contract Documents are at variance with the requirements of any permits, licenses, or Laws, the Contractor shall give the Architect prompt written notice. If the Contractor performs any Work knowing or having reason to know that it is contrary to permits or licenses, or Laws, the Contractor shall assume all resultant costs and delays.

10.1.5 If the Contractor delays the progress of any related work at the Site let by the City under a separate contract apart from this Contract so as to cause loss for which the City becomes liable, then he shall reimburse the City for such loss based on actual costs incurred by the City.

10.2 Patent Fees and Royalties:

10.2.1 The Contractor shall pay all license fees and royalties and bear all costs incident to the use, in the performance of the Work or the incorporation into the Work, of any invention, design, process, product or device covered by patent rights or copyrights. If a particular item is specified in the Contract Documents or is selected by the Contractor for use in the performance of the Work, and its use is subject to patent rights or copyrights calling for the payment of any license fees or royalties, it shall remain the responsibility of the Contractor to assume all costs incident to its use. Whenever the Contractor is required or elects to use any such item, the right for its use shall be provided for by suitable agreement(s) with the patentee or owner, and copies of the agreement(s) shall be filed with the Architect. However, whether or not agreement(s) is/are made or filed as noted, the Contractor and his surety shall in all cases defend, indemnify and hold harmless the Owner and Architect from and against all claims, causes of action, lawsuits, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to charges of engineers, attorneys and other professionals and costs of both defense and appeal, if any, in the remainder of this Article 10 referred to collectively as "claims", arising from patent rights or copyrights infringements.

10.3 Taxes:

10.3.1 Except as otherwise provided in the Instructions to Bidders, the Contractor shall pay all sales, consumer, use and other taxes assessed against the City or the Contractor in accordance with Laws covering the Work. The Official shall make an adjustment in Contract Price for any increased taxes covering the Work paid by the Contractor, provided that those increases in taxes were enacted after the date of Bid opening. The City of Newton is exempt from Massachusetts Sales Tax. The Certificate of Exemption Number is E-046-001-404.

10.3.2 M.G.L. Chapter 64, §6(f) exempts, from Massachusetts sales tax, materials and supplies consumed, employed or expended in the Work, materials and supplies physically incorporated in the Work, and rental charges for construction vehicles and equipment rented specifically for use on the Work or while being used exclusively for the transportation of materials for the Work.

10.4 Payment and Other Bonds:

10.4.1 The Contractor shall furnish a Payment Bond with good and sufficient surety, each in an amount equal to the Contract Price, as the security required by M.G.L. Chapter 149. All bonds shall be in the forms specified in the Contract Documents, and shall only be issued by a surety currently licensed to do business by the Commonwealth of Massachusetts Division of Insurance and appearing on the current U.S. Treasury Circular 570 List of Approved Sureties and remain in effect until the end of the Correction Period. Attorneys-in-Fact who sign Bonds shall attach a certified copy of their Power of Attorney to conduct business in the Commonwealth of Massachusetts.

10.5 The Contractor's Insurance-General:

- 10.5.1 The insurance the Contractor shall purchase and maintain at his expense shall include the coverage required by the laws of the Commonwealth of Massachusetts as well as that specified in this Article, and be written for not less than the limits of coverage required in this Article or as required by the laws of the Commonwealth of Massachusetts. Deductible amounts shall be reduced or eliminated upon the Official's written request. The insurer's costs of providing the insured(s) a defense and appeal, including attorney's fees, may not be included in, and shall be in addition to, the limits of the policy coverages. Certificates of Insurance must be delivered to the Official before any work is started, and shall be in the form required by Paragraph 7.1.4 and in the coverages and minimum policy limits required in this Article.
- 10.5.2 The Contractor shall not start or continue to perform any Work unless he has in full force and effect all required insurance; nor shall he allow any Subcontractor or Supplier to perform any Work until that Subcontractor or Supplier has in full force and effect all required insurance or the Contractor's insurance has been endorsed to add that Subcontractor or Supplier as an additional insured.
- 10.5.3 Insurance shall only be provided by insurers licensed to transact business in the Commonwealth of Massachusetts.
- 10.5.4 Deductible amounts shall be reduced or eliminated upon the Official's written request. The insurer's costs of providing the insureds a defense and appeal, including attorney's fees, may not be included, and shall be in addition to, the limits of the coverage provided.
- 10.5.5 All the policies of insurance shall be endorsed to provide that the coverage afforded will not be canceled, adversely changed or renewal refused until the expiration of at least thirty (30) days prior written notice to the Official by registered mail. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed prior to its expiration, and a renewal certificate filed with the Official at least fifteen (15) days prior to expiration.
- 10.5.6 If any of the Contractor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet the requirements of the Contract Documents, or its license to do business in the Commonwealth of Massachusetts is terminated, the Contractor shall immediately substitute other bonds/sureties or insurers/policies, which shall conform to the requirements of the Contract Documents, and shall file the appropriate bonds or certificates of insurance with the Official.
- 10.5.7 The required insurance coverages shall be placed with insurance companies licensed by the Commonwealth of Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of "A"; shall be taken out before the Contract Time commences and be kept in full force and effect throughout the term of the Contract; shall be primary and non-contributory to any coverages maintained by the City; and shall require that the City be given thirty (30) days advance notice in the event of any cancellation or any materially adverse change in coverage. All such insurance, with the possible exception of Pollution Liability Insurance, shall be written on an occurrence basis form as opposed to a claims-made basis form. The City shall be named as an additional insured under the Commercial General Liability, Umbrella, Automobile Liability, Pollution Liability and Builders Risk policies. Additional insured form ISO CG 20-10 11/85 or equivalent, and Waiver of Subrogation in Favor of Owner form ISO CG2404 is required under the General Liability and Umbrella policies. The Workers' Compensation and Employers' Liability policies shall include a waiver of subrogation in favor of the City. All such insurance as is required of the Contractor shall be provided by or on behalf of all Subcontractors to cover their operations. The Contractor shall be held responsible for any modifications, deviations or omissions in compliance with these requirements by the Subcontractors. At the inception of the Contract and throughout the term of the Contract the City shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide the coverages required.

10.6 The Contractor's Liability Insurance:

10.6.1 The Contractor shall purchase and maintain commercial general liability and other insurance appropriate for the Work and which will provide protection from claims itemized below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether the Work and other obligations will be performed or furnished by the Contractor, any Subcontractor or Supplier. The amounts of the commercial general liability insurance policy shall be as follows:

- | | | |
|------------------------------------|-------------|--------------------------------|
| 1. Bodily Injury | \$1,000,000 | each occurrence |
| 2. Property Damage | \$2,000,000 | general aggregate, per project |
| 3. Products & Completed Operations | \$1,000,000 | annual aggregate |
| 4. Personal & Advertising Injury | \$1,000,000 | each occurrence |

5. Medical Expenses \$10,000

The commercial general liability policy shall include coverage relating to explosion, collapse, and underground property damage.

The Contractor shall also provide insurance coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The City shall be named as an additional insured and the amount of coverage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.

10.6.1.1 Claims under worker's compensation, disability benefits, and other applicable similar employee benefits acts; claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.

10.6.1.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees; claims for damages insured by personal injury liability coverage sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person for any other reason; claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting from any such injury or destruction.

10.6.1.3 Claims arising out of operation of laws for damages because of bodily injury or death of any person or for damage to property.

10.6.1.4 Claims for damages because of bodily injury or death of any person, or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned motor vehicle used in the Work, including employee non-ownership use. The combined single limit shall be \$1,000,000 and shall include a CA9948 Pollution Endorsement and shall name the City as an additional insured.

10.6.2 The Contractor's liability insurance shall include contractual liability coverage sufficient to cover to the Contractor's indemnification obligations under the Contract Documents. The Contractor agrees to pay on behalf of the Official, and to provide and pay a defense for all claims covered by the Contractor's obligations under the indemnification provisions.

10.6.3 The Contractor's liability insurance shall be endorsed to include the City as an additional insured, and the Architect, the City's and Architect's consultants, any of their subsidiaries or affiliates, and each of their respective directors, officers, shareholders, agents or employees as additional insureds. The insurance afforded to the City and those other parties shall be primary insurance, and neither the coverage nor the amount of insurance provided under the Contractor's policies shall be reduced or prorated by the existence of any other insurance applicable to any loss the City or those other parties may have sustained.

10.6.4 The Contractor's liability insurance shall remain in effect until the end of the Correction Period and at all times after that when the Contractor may be correcting, or removing and replacing *defective* Work. The Products and Completed operations insurance shall be maintained for two (2) years after final payment. Evidence of insurance shall be furnished to the Official upon request and no less frequently than yearly.

10.6.5 These requirements shall not be construed to limit the liability of the Contractor or his insurers. The City does not represent that the specified coverages or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

10.6.6 If the City or the Contractor suffers injury or damage to person or property because of error, omission or act of the other, any of the other's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observation of that injury or damage. This provision is not and shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

10.7 The Owner's Liability Insurance:

10.7.1 The Contractor shall purchase and maintain owners' contractor's protective liability insurance specifically for and appropriate for the Work and which will provide protection for the City against those claims which may arise out of or result from operations under the Contract; or the Contractor shall be required to endorse the Contractor's commercial liability insurance to show that the limits of liability apply per project and per location. If the Contractor furnishes owner's and contractor's protective liability insurance, the parties designated in paragraph 10.6.3 shall be included as additional insureds by endorsement.

10.8 Property Insurance:

10.8.1 The Contractor shall purchase and maintain Property Insurance written on a Builders Risk “all risk” completed value completed Work and Work in progress insurance, or equivalent policy form, and shall include, without limitation, insurance against the perils of flood and earthquake, fire, physical loss or damage including theft, vandalism, malicious mischief, collapse, windstorm and demolition occasioned by enforcement of any applicable legal requirements covering the Work at the Site in the amount of its full replacement cost. The insurance shall include the interests of the City, Contractor, Subcontractors and Suppliers, Architect and the City's and Architect's consultants, all of whom shall be listed as additional insureds, and shall be endorsed to include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the all risk insurance, the Contractor shall purchase and maintain property insurance on any Work stored on and off the site in transit when that Work is included in an Application for Payment. The property insurance may have a deductible not exceeding \$25,000.00 which shall be borne by the Contractor, and shall comply with the requirements in paragraph 10.9.

10.8.2 If required in the Supplementary Conditions, the Contractor shall purchase and maintain boiler and machinery insurance and additional property insurance which will include the interests of the City, the Contractor, Subcontractors, the Architect and the City's and the Architect's consultants, all of whom shall be listed as additional insureds.

10.9 Waiver of Rights:

10.9.1 The City and the Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the insurance provided in response to paragraphs 10.6, 10.7 and 10.8 and any other insurance applicable to the Work and also waive all such rights against the City, and all other persons named as insureds or additional insureds in such policies for losses and damages so caused. Each Sub-agreement shall contain similar waiver provisions by the Subcontractor or Supplier in favor of the City, the Architect, and all other parties named as insureds or additional insureds. None of these waivers shall extend to the rights that any of the insured may have to the proceeds of insurance held by the City as trustee or otherwise payable under a policy so issued.

10.9.2 The City and the Contractor intend that any policies of insurance shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered. Accordingly, all such policies shall be endorsed to provide that in the event of payment of any loss or damage the insurer will have no rights of subrogation or other recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by the Architect or the City's and the Architect's consultants, the City will obtain separate waiver forms, and if such forms are required of any Subcontractor or Supplier, the Contractor will obtain them.

10.10 Receipt and Application of Proceeds:

10.10.1 Any insured loss under the policies of property insurance required by paragraph 10.8 will be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 10.10.2. The City shall deposit in a separate account any money so received, and shall distribute it in accordance with any agreement that the parties in interest may reach. If no other distribution agreement is reached the damaged Work shall be repaired or replaced, the monies so received applied for that purpose, and the Work and the associated costs covered by Change Order.

10.10.2 The City as trustee shall have power to adjust and settle any loss with the insurers, unless one of the parties in interest objects in writing within fifteen (15) days after the occurrence of loss to the City's exercise of this power. If an objection is made, the City as trustee shall settle with the insurers pursuant to any agreement the parties in interest may reach.

10.11 Indemnification:

10.11.1 To the fullest extent permitted by law the Contractor shall assume the defense of and hold the City, Architect, their officers, agents and employees harmless from all suits and claims against them, or any arising from the use of any invention, patent or patent right, and by or from any act or omission or neglect for the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

10.11.2 For any and all claims against the City or the Architect or any of their officers, agents, or employees by an employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, the indemnification obligation of the Contractor shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any Contractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.11.3 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the City and Architect from and against all claims for bodily injury, sickness, disease, or death, or injury to or destruction of property, including loss of use, which claims arise out of, relate to, or are in any way connected with: the Work; the failure of the Contractor or any Subcontractor to provide a safe work place; or noncompliance with Law by the Contractor, any Subcontractor or Supplier. With respect to all claims against the City or Architect by any employee of the Contractor, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any Subcontractor or Supplier under worker's compensation, disability benefit or other employee benefit acts.

10.11.4 The obligations of the Contractor under paragraph 10.11.3 shall not extend to the liability of the Architect arising out of or resulting from (a) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, or (b) the giving or failure to give directions or instructions by the Architect, but only if such giving or failure to give is the sole cause of the injury or damage.

10.11.5 The Contractor shall defend, indemnify and hold harmless the City and Architect from and against all claims as referred to in this paragraph, claims for damages to the Work itself, and claims for any other costs which any of them may incur arising from (a) failure, neglect or refusal of the Contractor to faithfully perform the Work and other obligations under the Contract Documents, or (b) the failure of the Contractor, any Subcontractor or Supplier to obtain or renew the insurance coverages required by the Contract Documents.

10.12 Partial Utilization-Property Insurance:

10.12.1 Any Partial Utilization by the City shall be subject to the insurers providing the property insurance having acknowledged receipt of notice and in writing effected the necessary changes in coverage. Those insurers shall consent by endorsement, but the property insurance shall not be canceled or lapse on account of any Partial Utilization.

10.13 Non-Conforming Bonds or Insurance:

10.13.1 If any of the Contractor's surety(ies) or insurer(s) is declared bankrupt, placed into receivership or otherwise becomes insolvent, or ceases to meet the requirements of the Contract Documents, or its license to do business in the Commonwealth is terminated, the Contractor shall at once substitute another bond and surety, or insurer and policy, which shall conform to the requirements of the Contract Documents.

10.14 Medical and Sanitary Requirements:

10.14.1 The Contractor shall promptly and fully comply with all sanitary and medical requirements as may from time to time be promulgated so that the health of all workers, local communities and persons residing on or near the Work may be preserved and safeguarded. The Contractor shall dismiss, and shall not rehire, any person who violates sanitary and medical requirements.

10.14.2 The Contractor shall rigorously prohibit the committing of nuisances upon the lands of the City or upon adjacent property. Structures for the sanitary necessities of all persons employed on the Work shall be provided and maintained by the Contractor.

10.14.3 As to health and sanitation, the Contractor shall promptly and fully comply with the Laws and Regulations of the State Department of Public Health, and those of all other local Authorities. The Contractor shall provide all articles necessary for first aid, and he shall make proper and satisfactory provisions for the transportation of sick and injured employees to, and their care at, established hospitals in the vicinity of the Work.

10.15 Required Provisions, Chapter 30, §39R:

10.15.1 The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and until the expiration of six (6) years after final payment, the Office of the Commonwealth's Inspector General and the Deputy Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of any Subcontractor that directly pertain to, and involve transactions relating to, the Contractor or

that Subcontractor. The Contractor shall describe any change in the method of maintaining records or recording transactions that materially affect any statements filed with the Official, and the date of the change and reasons for the change, and shall accompany the description with a letter from the Contractor's Independent Certified Public Accountant approving or otherwise commenting on the changes. The Contractor certifies that prior to executing the Contract, the Contractor has filed a statement of management of Internal Accounting Controls and an audited financial statement for the most recent completed fiscal year, and he will continue to file such statements annually.

- 10.15.2 The Contractor shall file with the Official a statement of management as to whether his and his subsidiaries system of Internal Accounting Controls reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
- 10.15.3 The Contractor shall also file with the Official a statement prepared and signed by an Independent Certified Public Accountant, stating that s/he has examined the statement of management of internal accounting controls and expressing an opinion as to whether: (1) the representations of management in response to this paragraph 10.15 are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.
- 10.15.4 The Contractor shall annually, during the term of the Contract, file with the Deputy Commissioner of Capital Asset Management and Maintenance a financial statement prepared by an Independent Certified Public Accountant based on an Audit by that Accountant. The final statement filed shall include the date of final payment. All statements shall attach an Accountant's report, and shall be made available to the Official upon request.
- 10.15.5 Failure by the Contractor to satisfy any of the requirement of M.G.L. Chapter 30, §39R, or to comply with any such rules, regulations and guidelines as may be promulgated from time to time, may be grounds for debarment pursuant to M.G.L. Chapter 149, §44C.
- 10.15.6 Records and statements required to be made, kept or filed under these provisions shall not be public records as defined in M.G.L. Chapter 4, §7, and shall not be open to public inspection; provided, however, that such records and statements shall be made available as stated in paragraph 10.14.1.
- 10.16 No Conflict with Laws or Regulations:
- 10.16.1 The duties, obligations, criteria or procedures imposed by these General Conditions and the rights and remedies made available are in addition to, and not in any way a limitation of, any rights and remedies which are otherwise made available or imposed by Laws or Regulations, except that in the event a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations conflict, the specific part or detailed requirement of such provision, criterion or procedure imposed or available by Laws or Regulations in conflict shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- 10.17 Notice and Service:
- 10.17.1 Unless otherwise specified in the Contract Documents, any notice or communication shall be in writing, and shall be deemed to have been given as of the time of actual receipt.
- 10.17.2. Any notice or other communication to the Contractor shall be sufficiently given if delivered to the intended individual, officer or partner of the Contractor in person or at the office of the Contractor designated in the Contract.
- 10.17.3 All notices or other communication to the Official shall, unless otherwise specified in writing to the Contractor, be sufficiently given if delivered to the intended individual in person or at the office designated in the Contract.

ARTICLE 11 - CHANGES IN THE WORK

11.1 Changes in the Work:

- 11.1.1 Without invalidating the Agreement and without notice to any surety, the City may, at any time, by Change Order or Change Authorization signed by the City, order changes in the Work (a) consisting of additions, deletions or other revisions within the scope of the Work in the requirements of the Specifications and Drawings, the means, methods, techniques or sequences applicable to the Work, the City-furnished lands, equipment, materials, or services, or (b) directing acceleration of the Work, and unilaterally make or provide the basis for making an adjustment in Contract Price or Contract Time. Upon receipt of any such unilateral order, the Contractor shall promptly proceed or continue with the Work involved as directed. Any such unilateral adjustment in Contract Price or Contract Time made by Change Order, or authorized by Change Authorization, shall be final and binding on the Contractor unless the Contractor delivers to the Official written Notice of Claim, in strict compliance with all of the requirements of Article 15, within thirty (30) days after receipt of the unilateral order.
- 11.1.2 The Official reserves the right to negotiate with the Contractor changes under in the Work by delivering to the Contractor an unsigned Change Authorization describing the change under consideration and requesting that the Contractor submit a proposal for an adjustment in Contract Price or Contract Time.
- 11.1.3 Any other written or oral order from the Official or the Architect, including statement or conduct, instruction, interpretation, determination, or approval that causes a change shall be treated as a change in the Work; but only if the Contractor or the Official gives prompt written notice to the other by means of an unsigned Change Authorization detailing the circumstances, and the scope and character of the Work involved.
- 11.1.4 If after evaluation of an unsigned Change Authorization received under paragraph 11.1.3, the Official, with the advice of the Architect, concludes that changes in the Work have been ordered, the Official shall by Change Order or Change Authorization signed by the City correspondingly amend the Contract Documents. If the Official, on the other hand, concludes that a change has not been ordered, the Official's determination shall be final and binding on the Contractor unless the Contractor delivers to the Official written Notice of Claim that complies with Article 15 within thirty (30) days from receipt of that decision.
- 11.1.5 Except as provided in this paragraph, no written or oral order from the Official or the Architect, shall be treated as a change in the Work or entitle the Contractor to an increase in Contract Price or Contract Time under this paragraph.
- 11.1.6 Adjustments in Contract Price or Contract Time made necessary by changes in the Work ordered or negotiated under this paragraph shall be based on changes, as specified in Articles 7 and 12, in the Contractor's cost or the time required to perform any part of the Work, except that no increase in Contract Price or Contract Time shall be due under this paragraph if excluded by another provision of the Contract Documents.
- 11.1.7 No proposal nor claim by the Contractor on account of changes under paragraph 11.1.3 shall be allowed for any costs or delay incurred more than twenty (20) days before the Contractor gives written notice as required.

11.2 Changes Due to Differing Site Conditions:

- 11.2.1 If the Contractor or the Official discovers that the actual subsurface or latent physical conditions encountered at the Site differ materially from those shown or indicated on the Contract Documents, or from those ordinarily encountered and recognized as inherent in the Work of the character and scope provided, or that any reference points need correction to enable the Contractor to proceed with the Work, either the Contractor or the Official shall notify the other party in writing. A notice from the Contractor shall be delivered promptly and before the conditions are disturbed. A notice from the Official shall be delivered as soon as possible after the conditions are discovered.
- 11.2.2 Upon receipt or delivery of any such notice, the Official shall investigate the conditions. If the Official concludes that conditions on which the Contractor is entitled to rely do materially differ, the Official shall order the necessary changes and correspondingly adjust Contract Time or Contract Price, as provided in Article 12, unless excluded by another provision of the Contract Documents.
- 11.2.3 If the Official decides that the Contract Documents do not need amending or decides to make or not to make a change in Contract Price or Contract Time, or that a change in reference points is not required, any such decision shall be final and

binding on the Contractor unless he delivers written Notice of Claim that complies with Article 15 within thirty (30) days of receipt of that decision.

11.2.4 Except in the case of newly-discovered underground utilities all costs involved and time required to perform the specified Contractor's responsibilities for underground utilities shall be considered as having been included in the Contract Price and in the Contractor's schedule for performing the Work within the Contract Time.

11.2.5 If Underground Utilities cause or will cause delays which postpone, extend or in any other manner alter the schedule or the completion of all or part of the Work, the Contractor shall assume all of the Contractor's related delay, extension or acceleration costs, however caused; except that, if the Official believes that the delays require a change in Contract Time, the Official shall authorize the necessary change in Contract Time only.

11.2.6 At least twenty (20) days, plus the time required by the Contractor to deliver a proposal shall be allowed to the Official to resolve any report of differing site conditions.

11.2.7 No proposal nor claim by the Contractor due to differing site conditions shall be allowed unless the Contractor has given written notice as required by this Article or Article 15.

11.3 Changes Due to Overruns or Underruns in Quantities:

11.3.1 For all Unit Price Work the Contract Price includes an amount equal to the sum of the unit prices Bid for each item of Unit Price Work times its estimated quantity. Each unit price will be deemed to include an amount sufficient to cover all costs, including supplemental and administrative costs, and profit. Prior to final payment, a Change Order will be issued as recommended by the Architect to reflect actual quantities for Unit Price Work, and to correspondingly adjust the Contract Price.

11.3.2 The Contractor shall promptly, before proceeding with any affected Work, notify the Official in writing whenever the actual quantity for a significant item of Unit Price Work, differs materially from its estimated quantity, and request a re-evaluation of that item's unit price or the Contract Time, or inform the Official that a re-evaluation is not warranted. Promptly after receipt of the notice, the Architect will review conditions about that item of Work and evaluate their effect on the unit prices and the Contract Time(s). If the Official consents to quantities so varying from those estimated, or does not make written objection, the Contractor shall proceed with the affected Unit Price Work as directed by the Architect.

11.3.3 If the Official determines that the additional or reduced quantities for such an item of Unit Price Work justify an adjustment in the unit price, or in Contract Time, or both, the Official shall authorize a revised unit price applicable to actual quantities for that item above one hundred twenty percent (120%) or below eighty percent (80%) of the estimated quantity, or a change in Contract Time, or both; except that, no adjustment shall be provided unless the variation between actual and estimated quantities for all Unit Price Work results in an increase or decrease in the Contract Price by more than ten percent (10%). If the Official decides that the unit prices are valid even for the additional or reduced quantities, or that no adjustment in the Contract Time is warranted, solely due to the variation in quantities, or both, that decision shall be final and binding on the Contractor unless he delivers to the Official a written Notice of Claim within thirty (30) days from receipt of that decision pursuant to the requirements of Article 15..

11.3.4 In evaluating unit prices, or changes in Contract Time due to quantity variations, the Contractor and the Official shall take into account increases or decreases in the Contractor's costs to perform the Work involved solely as result of the variation in quantities, as opposed to the Contractor's fault or negligence, errors in the Contractor's Bid, or other similar factors.

11.4 Change Orders; Change Authorizations:

11.4.1 A Change Order or Change Authorization executed by the City and also by the Contractor without a Contractor's notice of reservation of rights to claim additional adjustments constitutes an all inclusive settlement for all changes and for all direct, supplemental, indirect, consequential and cumulative costs and delays, including the Contractor's overhead and profit, and the Contractor's signature represents a waiver of any and all rights to file a claim on account of that instrument, the Work or the Work involved in that instrument and all prior Change Orders.

11.4.2 A Change Order or Change Authorization, signed by the City, and also by the Contractor, with a notice of reservation of rights to claim additional compensation, shall become final and binding on the Contractor, without consideration of his reservation of rights, unless the Contractor delivers to the Official a clearly marked written Notice of Claim within thirty (30) days after the date when a Notice of Claim on account of the Change Order or Change Authorization executed by the City becomes due in strict compliance with the requirements of Article 15, and in any event no later than thirty (30) days

after the date the Contractor signs the Change Order containing a notice of reservation of rights to claim additional compensation.

11.4.3 The City and the Contractor shall sign Change Orders with reasonable promptness covering changes in the Work including any necessary adjustments in Contract Price or Contract Time ordered or agreed to by the parties, changes in Contract Price or Contract Time which are agreed to in total or in part or previously executed Change Authorizations. Amounts for Work involved in a Change Order may be included in Application for Payment only after it has been completely executed by the City.

11.4.4 When signed by the City, the City may use Change Authorizations to order changes in the Work, provide the basis for a subsequent adjustment in Contract Price or Contract Time, order changes not warranting an adjustment in Contract Price or Contract Time, or authorize minor deviations. Amounts for Work involved in a Change Authorization are not allowable for payment until that Change Authorization has been incorporated into a Change Order that has been signed by the Official, approved as to form by the Corporation Counsel and approved to have a sufficient appropriation by the City Auditor.

11.4.5 The City reserves the right to decrease the adjustments made in any Change Order if, upon an audit of the Contractor's records including but not limited to records pertaining to all cost and pricing data used by the Contractor in estimating the Contractor's Bid for the work and in monitoring costs incurred, that audit reveals that the Contractor provided false or inaccurate cost and pricing data in negotiating that Change Order.

11.5 Deviations:

11.5.1 In accordance with M.G.L. Chapter 30, §39I, every Contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the Commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the Plans and Specifications contained therein. No willful and substantial deviation from said Plans and Specifications shall be made unless authorized in writing by the Official or by the Architect in charge of the work who is duly authorized by the City to approve such deviations. In order to avoid delays in the execution of the work, such deviation from the Plans and Specifications may be authorized by a written order of the Official or Architect so authorized to approve such deviation. Within 30 days thereafter, such written order shall be confirmed by a certificate of the Official stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination and, if the deviation is of any other nature, the reason for such deviation giving justification therefor; (2) that the specified deviation does not materially damage the Project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the Official and the Contractor, and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the City. Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the Work. Whoever violates any provision of this paragraph willfully and with intent to defraud shall be punished by a fine of not more than \$5,000 or by imprisonment for not more than 6 months, or both.

11.6 Delay and Waiver Provisions:

11.6.1 At least twenty (20) days plus the time required by the Contractor to deliver a proposal shall be allowed to the Owner to negotiate and resolve any changes in the Work, any changes in unit prices or any report of differing site conditions.

11.6.2 If a change in the Work, a case of differing site conditions or a case of variation in quantities causes or will cause delay, extension or acceleration that postpones, extends or in any other manner alters the schedule or completion of all or part of the Work, the Official shall, pursuant to Articles 8 and 11, make or negotiate with the Contractor, an adjustment in Contract Price or Contract Time for any increase in the Contractor's cost or the time required to perform the Work. The Contractor assumes responsibility for any related delay, extension or acceleration caused by or resulting to the Contractor.

11.6.3 No proposal nor claim by the Contractor on account of changes in the Work, differing site conditions or variation in quantities shall be allowed if made after final payment.

ARTICLE 12 - CHANGES IN CONTRACT PRICE OR CONTRACT TIME

12.1 Changes in Contract Price or Contract Time:

- 12.1.1 The Contract Price or Contract Time shall be changed only by Change Order. The basis for a subsequent change in Contract Price or Contract Time may also be authorized by a Change Authorization signed by the Official.
- 12.1.2 Contract Time whether stated in the Agreement or changed by Change Order shall not be changed due to a delay in a Contractor's early completion date until all Contract Float is used and performance of the specified Work extends necessarily beyond that Contract Time.
- 12.1.3 Contract Price whether stated in the Agreement or changed by Change Order shall not be changed due to a delay in a Contractor's early completion date until half of the Contract Float available in the Progress Schedule at the time of the start of the delay is used and performance of the specified Work is necessarily extended.
- 12.2 Proposals or Claims Substantiating Adjustments:
- 12.2.1 All Contractor proposals must at a minimum contain the reasons for the proposed change; the effect of the proposed change on the Progress Schedule; the effect on the Contract Time and the proposed price for the change, all in sufficient detail to be evaluated by the Official. All Contractor proposals shall be due within twenty (20) days after receipt of the Official's written notice requesting a proposal or delivery to the Official of the Contractor's written notice of the occurrence of an event which the Contractor believes justifies a change in Contract Price or Contract Time. Any delay in the submittal of a Contractor's proposal will not justify or constitute basis for an increase in Contract Price or Contract Time. Proposals shall not be subject to change for at least sixty (60) days from their receipt by the Official. If no Contractor proposal has been received by the Official within the twenty (20) day period allowed by this Article, or if the Contractor's proposal does not contain the information required, then the Official, in his sole discretion, will use any of the methods described in Article 12.3 to determine the adjustment, if any, in the Contract Price.
- 12.2.2 Contractor proposals shall cover all aspects of the Work involved, and shall be fully documented and itemized as to all costs, as specified in this Article, quantities, and Fee which shall segregate percentages for profit and administrative costs. Proposals shall certify in writing that the amounts would be or were necessarily incurred despite reasonable mitigation efforts. Amounts for Subcontractors or Suppliers shall be equally supported, and must be reviewed by the Contractor before being submitted to the Official.
- 12.2.3 Where the change in Contract Price arises from changes in the time required to perform any Work, or where a change in Contract Time is sought, the Contractor's itemized estimates shall in addition detail all productivity and production data, and include a detailed analysis of the Progress Schedule.
- 12.3 Methods for Determining Adjustments in Contract Price:
- 12.3.1 The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered or under negotiation, delay ordered, caused or under negotiation or Work covered by any proposal or claim, all pursuant to these General Conditions are referred to collectively as "the Work involved", and are limited to the following:
- 12.3.2 Where the Work involved is covered by lump sum prices or unit prices in the Contract Documents, on the basis of those lump sum prices or unit prices, respectively;
- 12.3.3 Where the Work involved is not covered by lump sum prices or unit prices, by mutual acceptance of a lump sum price negotiated on the basis of the Contractor's itemized good faith estimate of the anticipated cost of the Work involved as specified in this Article plus a fee for the Work involved calculated per paragraph 12.11;
- 12.3.4 Where the Work involved is not covered by either of the first two methods, and Official and the Contractor cannot agree, on the basis of the Official's estimate of the cost of the Work involved plus a fee for the Work involved of eighty-five percent (85%) of the maximum fee allowed in paragraph 12.11;
- 12.3.5 Where the Official and the Contractor cannot agree, and the Official directs the Contractor to proceed with the Work involved with payments to be made per actual costs, on the basis of an itemized breakdown of the actual cost of the Work involved as specified in this Article plus a fee for the Work involved of seventy percent (70%) of the maximum fee allowed in paragraph 12.11. Where the Official and the Contractor agree and the Official directs the Contractor to proceed with the Work involved with payment to be made per actual costs on a time and materials basis, on the basis of an itemized breakdown of the actual cost of the Work involved as specified in this Article, plus a fee for the Work involved of one hundred percent (100%) of the maximum fee allowed in paragraph 12.11;

12.3.6 Where the Work involved is not covered by any of the preceding methods, and if payment is to be determined by a court of competent jurisdiction and appropriate venue, it is agreed that the actual cost and fee methods in paragraph 12.3.5 shall be the only appropriate method for determining the cost and the fee of the Work involved.

12.3.7 In computing the cost of the Work involved, costs shall be in amounts no higher than those prevailing in the locality of the Project, and include only the appropriate items for labor, material or equipment, construction equipment, and supplemental costs specified in this Article.

12.4 Labor, Subcontract and Material/Equipment Costs:

12.4.1 The cost of the Work involved includes payroll costs for craft labor including foremen in the direct employ of the Contractor assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Payroll costs shall include wages at the minimum wage rates for Contractor's personnel established for this Contract pursuant to M.G.L. Chapter 149, §§ 26-27H plus labor burdens, e.g. social security, unemployment, workers' compensation, health and retirement benefits, vacation and holiday pay, etc. When determining actual payroll costs per paragraph 12.3.5, daily time sheets certified by the Contractor and verified by the Architect will be the record upon which payroll costs shall be based. When determining actual payroll costs per paragraph 12.3.6, daily time sheets shall be valid only if they expressly correlate to the Work involved, and if developed when the Work involved was performed for the purposes of establishing payroll.

12.4.2 The cost of the Work involved includes payments by the Contractor to Suppliers for material and equipment used in the Work involved, including transportation, storage, and necessary Supplier's field services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to the Official, and the Contractor shall make provisions so that they may be obtained. If required by the Official, the Contractor shall obtain bids for designated items of materials or equipment and nominate at least two (2) suppliers for selection by the Official. When determining actual material and equipment costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

12.4.3 The cost of the Work involved includes payments made by the Contractor to Subcontractors for the Work involved performed by the Subcontractors. When determining Subcontractors' cost of the Work involved, the methods to be used shall be those used to determine the Contractor's costs, except that the term "Subcontractor" shall replace the term "the Contractor" if the context will permit. If required by the Official, the Contractor shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any Work involved, subject to selection by the Official.

12.5 Construction Equipment Costs:

12.5.1. The cost of the Work involved includes costs for individual construction equipment with replacement value in excess of \$500.00. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from the Architect, and if the equipment is or was transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for similar equipment available from sources in the Boston metropolitan area. When multiple attachments are used, only the highest cost attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment shall be as in paragraph 12.4.1. Equipment costs shall be computed using the same accounting and estimating rules, and prices, whether related to added or deleted items of Work.

12.5.2. When determining actual equipment costs under paragraph 12.3.5, daily records listing the equipment, operators, and actual usage, and verified by the Architect shall be the records upon which costs will be based. When determining actual equipment costs under paragraph 12.3.6, similar daily records shall be valid only if developed when the Work involved was performed.

12.5.3. Rented or owned equipment at the site, idled solely by actions of the Official or the Architect, shall be paid at the rates for rented equipment, or on the basis of fifty (50%) percent of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.

12.6 Rented or Leased Equipment:

12.6.1. Except as provided below, for equipment rented or leased, the Contractor or Subcontractors shall be entitled to amounts based on negotiated rental or lease rates, but in no event shall the amounts exceed the rates listed in the Rental Rate "Blue

Book" published by Equipment Watch, Inc. for the region covering the Boston metropolitan area applicable to that equipment model number and year. The equipment rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use at the site for at least a month (or a week) shall be based on the monthly rate divided by 176 hours (or the weekly rate divided by 40 hours). Equipment not previously in use at the site shall not be billed to the Official at rates higher than:

Equipment Usage	Payment Category
Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

12.6.2 For equipment rented or leased from firms associated with or owned by the Contractor, costs shall be treated as though the equipment was owned equipment.

12.7 Owned Equipment:

12.7.1 For equipment owned by the Contractor, or by his affiliates, the Contractor shall be entitled to costs based on billings established by his normal accounting practices, but in no event shall those costs exceed the rates listed in the Custom Cost Evaluator published by Equipment Watch, Inc. for the region covering the Boston metropolitan area. The owned equipment hourly rate plus the estimated operation cost per hour from the Custom Cost Evaluator will be the basis for determining owned equipment costs. For shift Work, the equipment rate shall not exceed the shift Work hourly costs in the Custom Cost Evaluator.

12.8 Supplemental Costs:

12.8.1 The cost of the Work involved includes a proportion of necessary supplemental costs, to the extent those supplemental costs increase or decrease on account of (a) labor, material/equipment, Subcontract or equipment costs of the Work involved, or (b) an extension in Contract Time, including:

12.8.1.1 Payroll costs, and subsistence expenses, for the Contractor's full-time resident superintendent, and payroll costs for other personnel in the employ of the Contractor engaged in Site activities and listed in the schedule of indirect personnel classifications agreed to by the Official, if those costs arise solely from an extension in Contract Time.

12.8.1.2 Costs not exceeding two percent (2%) of the labor costs under paragraph 12.4.1 excluding burdens of field supplies consumed in the performance of the Work involved, and purchase costs not exceeding two percent (2%) of the labor costs under paragraph 12.4.1, less burdens; tools individually valued at less than \$500.00 and not owned by the workers which are used and consumed in the performance of the Work involved, and purchase cost less market value if used but not consumed.

12.8.1.3 Costs of office and temporary facilities at the site, inclusive of materials, supplies, equipment and appliances, if those costs arise solely from an extension in Contract Time;

12.8.1.4 The costs of utilities, fuel and sanitary facilities, long distance telephone calls, telephone service at the site, if those costs arise solely from an extension in Contract Time;

12.8.1.5 Costs of consultants or Subcontractors not covered under paragraph 12.4.3; provided those costs were authorized by the Official prior to proceeding with the Work involved, and if not covered by paragraph 12.4 or are not excluded by paragraph 12.11.

12.8.1.6 Taxes related to the Work involved, and for which the Contractor is liable, and fees for permits and licenses, if they related solely to the Work involved.

12.8.1.7 Physical losses, damages and expenses to the Work involved not compensated by property insurance or otherwise, sustained by the Contractor in the performance and furnishing of the Work, except losses and damages within the

deductible amounts of property insurance, but only if the losses, damages and expenses result from causes beyond the control and not due to the fault or negligence of the Contractor.

12.8.1.8 The actual documented cost of premiums for increases in bonds and insurance required solely because of the Work involved will be paid based on invoices from the surety.

12.9 Limitation on Equipment and Supplemental Costs:

12.9.1 The Contractor shall not be allowed to recover construction equipment or supplemental costs not attributable to the performance of the Work involved. Payroll costs for the full-time resident superintendent are an example of costs that are not recoverable.

12.10 Costs Covered by the Fee for the Work Involved:

12.10.1 The Cost of the Work involved shall not include any of the following costs that are considered administrative costs or contingencies covered by the Fee for the Work involved:

12.10.1.1 Payroll costs and other compensation of (a) the Contractor's executives, general and administrative managers, project managers, estimators, claim consultants, attorneys, accountants, labor relation coordinators, contract and subcontract administrators, purchasers, expeditors, and other administrative staff, whether employed at the site or in his principal or branch offices, and (b) construction managers, engineers, schedulers, detailers, architects, safety personnel, clerks and other administrative staff employed in his principal or branch offices;

12.10.1.2 The market value of small tools used but not consumed.

12.10.1.3 Any part of the Contractor's capital expenses, including interest on capital for the Work involved, lost interest, on unpaid retainage, and charges for delinquent payments.

12.10.1.4 Costs associated with the preparation of Change Orders or Change Authorizations whether or not ultimately authorized by the Official, or the preparation or filing of claims.

12.10.1.5 Costs of consultants or attorneys, in the direct employ of the Contractor or otherwise, utilized for services related to the Work.

12.10.1.6 Other administrative expense(s), lost profits, lost interest on unpaid retainage, and the costs of any item not specifically and expressly included in this Article 12.

12.10.1.7 Expenses of the Contractor's principal and branch offices, including, but not limited to storage and yard facilities.

12.11 Fee for the Work Involved:

12.11.1 Any adjustment in Contract Price for Work involved shall also include a Fee for costs under paragraph 12.10 and negotiated profit, shall not exceed the following amounts:

12.11.1.1 For Work involved performed by the Contractor, the Contractor's Fee shall not exceed fifteen percent (15%) of the Cost of the Work involved, less supplemental costs. For Work involved performed by a Subcontractor, the Subcontractor shall receive a Fee of ten percent (10%) of the Cost of the Work involved, less supplemental costs.

12.11.1.2 In addition to the Fee(s) specified in paragraph 12.11.1.1, for Work involved that is performed by Subcontractors, the Contractor shall receive a mark-up Fee of five percent (5%) of the performing Subcontractors' costs. No Fee shall be payable to the Contractor on the basis of the performing Subcontractors' Fee or supplemental costs.

12.11.1.3 The credit to be allowed to the City for any adjustment in Contract Price yielding a net decrease in cost, *i.e.* the cost of the Work involved is negative, shall be the amount of the net decrease together with a Fee credit equal to one-third of the Fee which would be allowed under paragraphs 12.11.1.1 and 12.11.1.2.

12.11.1.4 When more than one individual adjustment in Contract Price, each resulting in a net increase or decrease in the Cost of the Work involved, is covered in one specific Change Order or Change Authorization or proposal or claim, the combined Fee shall be computed as the sum of the individual Fees.

12.12 Payment for Extension in Contract Time:

- 12.12.1 Subject to the applicable requirements of the Contract Documents, an extension in Contract Time may be combined with an increase in Contract Price to cover costs solely associated with the time extension in the case of changes in the Work, differing site conditions, or significant variation in quantities. No such adjustment in Contract Price shall be made to the extent that performance would have been extended by any other cause, including fault or negligence of the Contractor, Subcontractors, or Suppliers, or for which an adjustment is excluded by any other provision of the Contract Documents.
- 12.12.2 The cost of the Work involved arising from an extension in Contract Time, shall exclude amounts not solely related to the extension in Contract Time, such as: operating costs of construction equipment assigned to the Work on a continuing basis but primarily used in the furnishing and incorporating of materials and equipment into the Work; owned, or rental, costs plus operating costs of construction equipment used solely in the furnishing and incorporating of materials or equipment into the Work such as crane costs for specific lifts and concrete pump truck costs; supplemental costs unaffected by the increase in Contract Time, or otherwise allocable to Work other than the Work involved e.g. small tools, site facilities fully paid for in previous payments, etc.
- 12.12.3 If delays entitling the Contractor to increase in Contract Price under the Contract Documents extend performance or completion of the entire Work beyond the Contract Time stated in Article 4 of the Owner-Contractor Agreement and if, upon a request from the Contractor, the City concludes that because of such extension a portion of the Contractor's costs itemized in paragraph 12.10 will be or were unabsorbed prior to the expiration of the Contract Time, the Contractor shall be allowed Fee to cover any such unabsorbed costs given by the portion of the Contract Price unbilled prior to the expiration of the Contract Time times the ratio of the Contractor's administrative costs to billings, not to exceed five percent (5%).
- 12.12.4 The Contractor shall not recover from the City: acceleration costs to keep progress despite City-caused delays or other delays which warrant extensions in Contract Time but exclude increases in Contract Price; escalation costs for any part of the Work not delayed beyond the Late Dates in the Progress Schedule; or delay costs not expressly allowed for in this Article.

12.13 Criteria for Determining Adjustments in Contract Time:

- 12.13.1 The criteria to be used to determine an adjustment in Contract Time necessitated by changes ordered or under negotiation as provided in these General Conditions, or Work covered by a proposal or a claim, are limited to the following:
- 12.13.2 An adjustment in a specified Contract Time will not be granted unless (a) the time required to perform or complete the furnishing or performance of Work controlling achievement of that particular Contract Time is extended pursuant to paragraph 12.13.3, and (b) all of the Total Float, and therefore Contract Float, in the Progress Schedule is used and consumed.
- 12.13.3 An extension in Contract Time will not be granted unless the Contractor can demonstrate through an analysis of the Progress Schedule that unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers led to performance or completion of all or part of the Work beyond the corresponding Contract Time despite the Contractor's reasonable and diligent actions. Examples of such causes include: (1) acts of God or of the public enemy; (2) acts of the City in its sovereign or contractual capacity; (3) acts of the U.S. Government or another Public Authority or Agency; (4) acts of another party in the performance of a contract with the City; (5) fires, floods, epidemics, quarantine restrictions; (6) incidents with archaeological features; (7) strikes, freight embargo; (8) unusual weather and related adverse subsurface conditions, unusual meaning expectation, frequency, severity, or unseasonable; (9) a case of differing site conditions or differing reference points; (10) a case of an emergency; (11) a case of a reasonable objection to a nominated Subcontractor; (12) unusually severe shortages of construction materials from such causes as area-wide shortages, an industry-wide strike, or a natural disaster affecting all feasible sources of supply; (13) variation in quantities of Unit Price Work as provided in Article 11; (14) delays, as itemized in this paragraph, to Subcontractors or Suppliers arising from unforeseeable causes beyond the control and without fault or negligence of both the Contractor and those Subcontractors or Suppliers; (15) work stoppages caused by or initiated by other City or public agencies.
- 12.13.4 An extension in Contract Time, if any granted, shall be the Contractor's sole and exclusive remedy for any delay, disruption, interference, or hindrance and associated costs, however caused, resulting from causes contemplated in paragraph 12.13.3.

12.14 Negotiating Changes in Contract Price or Contract Time:

- 12.14.1 In addition to the notice requirements in Articles 7 and 11, the Contractor shall give written notice to the Official of any written or oral order of the Official or the Architect which justifies a change in Contract Price or Contract Time by delivering a proposed Change Authorization itemizing in sufficient detail the related circumstances and the justification for the adjustments proposed. If the Official, with the advice of the Architect, concludes that a change in Contract Price or Contract Time is warranted, the City shall make or negotiate with the Contractor the appropriate adjustments. If the Official finds otherwise, the Official's decision shall be final and binding on the Contractor unless the Contractor delivers to the Official a clearly marked written Notice of Claim within thirty (30) days from receipt of that decision in strict compliance with the requirements of Article 15.
- 12.14.2 The Official may notify the Contractor of proposed changes in Contract Price or Contract Time by delivering to the Contractor an unsigned Change Authorization requesting that the Contractor signoff on the proposed changes in Contract Price or Contract Time or submit an alternate proposal.
- 12.14.3 If the Official makes the decision to order any changes in Contract Price or Contract Time, whether unilaterally or in negotiations with the Contractor, those changes in Contract Price or Contract Time shall be binding on the Contractor, unless the Contractor delivers to the Official clearly marked written Notice of Claim within thirty (30) days from receipt of that decision in strict compliance with the provisions of Article 15.
- 12.14.4 If the Contractor is directed or ordered to stop the Work, or any part of the Work by any City or public agency, other than the Official the Contractor is required to so inform the Official within four (4) hours of such action.

ARTICLE 13 - GUARANTEES

13.1 General Guarantees:

- 13.1.1 In consideration of the execution of this Contract by the City and the Contract Price herein stipulated to be paid and received for the performance of the work, the Contractor binds and obligates himself and agrees to bring all portions of the Work under this Contract to completion in accordance with the Contract Documents and within the Contract Time, free of all defects of material and workmanship, and guarantees that the Work shall remain free of all defects of material and workmanship for a period of one year from the date of Substantial Completion. The Contractor guarantees, on written notice from the Official, to immediately repair and make good, or cause to be repaired and made good, at the Contractor's expense, all defects of material or workmanship in the Work and to pay for or cause to be paid for any damage to other work resulting therefrom, or from the repair thereof which may develop during the period of one year from the date of Substantial Completion.
- 13.1.2 Warranties for all specified or substitute items of materials and equipment shall include a certification endorsed by the Contractor warranting their merchantability, and that they are functionally suitable and fit for their intended purpose.
- 13.1.3 The warranties, guarantees and obligations for correction of Work specified in this Article are in addition to and not in limitation of any other specific remedies provided in the Contract Documents or by Laws or Regulations.

13.2 Tests and Inspections:

- 13.2.1 The Official, the Architect, their representatives, testing agencies and Public Authorities or Agencies with jurisdiction shall be permitted access to the Work for their observation, inspection and testing. The Contractor shall provide proper and safe conditions for such access. The Contractor shall give the Architect and Clerk of the Works timely notice of readiness of, and access to, the Work for all required inspections, tests, or approvals. Test, inspections or approvals shall not in any way relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents, or to warrant and guarantee the Work as provided in the Contract Documents.
- 13.2.2 Deleted in its Entirety.
- 13.2.3 If a Public Authority or Agency enforces testing, inspection or approval differing from those specified, or if not specified, from those enacted on or before the date of Bid opening, necessitating an amendment to the Contract Documents, the Official shall authorize the required changes in the Work, together with any adjustment in Contract Price necessitated by the changes. If the Changed testing, inspection or approval causes or will cause delays which postpone, extend or in any manner alter the schedule or the completion of all or part of the Work, the Contractor shall absorb all of the Contractor's

related delay, extension or acceleration costs, however caused; except that if the Official and the Contractor believe that the delays require a change in Contract Time, the Official shall authorize the necessary change in Contract Time only.

13.2.4 If any testing, inspection or approval reveals failure of any part of the Work, the Contractor shall not be allowed to recover any associated costs, and he shall reimburse the Official for all of direct, indirect and consequential costs made necessary by that failure including those of repeated procedures and compensation for the Architect's services.

13.2.5 Tests, inspections or approvals shall not in any way relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents and to warrant and guarantee the Work as provided in the Contract Documents

13.3 Special Guarantees:

13.3.1 It is expressly agreed and understood that the general guarantee set forth under this Article is in addition to and not in substitution of such guarantees as may be required under any other Section of the Contract Documents.

13.3.2 All guarantees required in the Contract Documents, including those which originate with any Subcontractor, Supplier or other person, shall be in the form set forth by the Official and must be delivered to the Official before final payment to the Contractor will be made.

13.3.3 The Contractor and Subcontractors shall be jointly and severally liable to the City under the terms of all guarantees originating with any Subcontractor.

13.3.4 The failure to deliver a required guarantee shall be held to constitute a failure of the Contractor or Subcontractor to fully complete his work in accordance with the Contract Documents.

13.3.5 The period of all special guarantees, unless otherwise specified, shall be one year from the date of Substantial Completion.

13.4 Correction or Removal, or Acceptance of Defective Work:

13.4.1 If required by the Official or Architect, the Contractor shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Architect or if any testing, inspection or approval of all or part the Work reveals failure of that part of the Work to comply with the requirements of the Contract Documents, remove it from the site and replace it at the Contractor's expense. If, instead of requiring correction or removal and replacement of *defective* Work, the Official prefers to accept it, the Official may do so, in which case the Contractor shall not be entitled to any increase in Contract Time or Contract Price, and he shall reimburse the City for all direct, indirect and consequential costs of the City incurred because of the correction or removal of or due to the City's evaluation and determination to accept *defective* Work.

13.4.2 If the Official's acceptance of *defective* Work occurs prior to the Architect's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents; and the City shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after that recommendation, an appropriate amount shall be deducted from the final payment, or if the final payment has been made, an appropriate amount shall be paid by the Contractor to the City.

13.5 The City May Correct Defective Work:

13.5.1 If the Contractor fails within a reasonable time after written notice of the Architect to proceed to correct *defective* Work or to remove and replace rejected Work as required by the Architect, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Official may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective action, the Official shall have full power and authority to exclude the Contractor from all or part of the site, and to exercise all of the rights and remedies in paragraph 14.1 The Contractor shall allow the Official, the Official's representatives, agents and employees whatever access to the site that may be necessary to enable the Official to exercise the rights and remedies under this paragraph. The Contractor shall not be allowed an extension in Contract Time or increase in Contract Price because of any delay in performance of the Work attributable to the exercise by the City of these rights and remedies, and he shall reimburse the City for all direct, indirect and consequential costs of the City in exercising such rights and remedies, such costs to include, but not be limited to, all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of defective Work, and a Change Order will be issued incorporating the necessary changes.

13.6 Uncovering Work:

- 13.6.1 If Work that is to be observed by the Architect or inspected, tested or approved is covered without written concurrence or contrary to the written request of the Official or the Architect, it shall when requested by the Official, be uncovered, exposed or otherwise made available for observation, testing, inspection or approval, as the Official may require and if necessary, replaced at the Contractor's expense.
- 13.6.2 The Contractor, at the Architect's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Architect may require, any covered Work if the Architect considers it advisable that such covered Work be observed by the Architect or inspected or tested by others.
- 13.6.3 The Contractor shall not be entitled to an increase in Contract Price or Contract Time, and he shall reimburse the City for all direct, indirect and consequential costs incurred by the City due to any uncovering or exposure, including but not limited to, the costs of that uncovering or exposure, observation, inspection, testing and satisfactory reconstruction, whenever Work covered without the written concurrence or contrary to the written request of the Architect or Official under paragraph 13.6.1 is uncovered, or whenever covered Work uncovered at the Architect's request under paragraph 13.6.2 is found to be *defective*. If Work is uncovered or exposed under paragraph 13.6.2 and not found to be *defective*, the Contractor shall be entitled to an increase in Contract Price or Contract Time, either or both, directly attributable to such uncovering.

13.7 Correction Period:

- 13.7.1 The Correction Period shall commence on the date of Substantial Completion of the Work, or a later date if so specified in the Contract, and last for one (1) year or such a longer period of time as may be specified in the Contract Documents.
- 13.7.2 If within the designated Correction Period, the Work, or any part of the Work is discovered to be *defective*, the Contractor shall promptly, without an adjustment in Contract Price and in accordance with the Official's written instructions, either correct that *defective* Work, or if it has been rejected by the Official, remove it from the site and replace it with *non-defective* Work. If circumstances warrant it, including, but not limited to, in an emergency, the Official may have the *defective* Work corrected or the rejected Work removed and replaced. In that event, the Contractor shall not be allowed to recover any associated costs, and he shall reimburse the City for all of the City's reasonable direct, indirect and consequential costs so incurred. If that event takes place after final payment and the Contractor fails to pay such costs to the City within thirty (30) days after presentation for payment, the City will give written notice to the Contractor of a claim, in which case the provisions of Article 15 shall apply.
- 13.7.3 The specified warranties and guarantees and the Contractor's obligations for correction of Work specified in this Article are in addition to and not in limitation of any other specific remedies provided in the Contract Documents or by Law. Nothing contained in this paragraph or this Article shall be construed as establishing a period of limitation for or limiting the obligations of the Contractor under the Contract Documents.

13.8 Extended Warranties and Guarantees:

- 13.8.1 Following written notice to the Contractor, the City may in its sole discretion advance or defer the date for commencement of the Correction Period, in which case the Contractor shall maintain the warranties and guarantees until the revised date for commencement of the Correction Period. If such advancement or deferral in the date for commencement of the Correction Period causes an increase or decrease in the cost of the warranties and guarantees provided by the Contractor, the Official shall make an adjustment in Contract Price or Contract Time, as provided in Articles 8 and 11.
- 13.8.2 Whenever the City undertakes Partial Utilization of a portion of the Work which was specifically identified in the Contract Documents, or the Contractor fails to complete the Work or a separable portion of the Work within the corresponding Contract Time and the City undertakes Partial Utilization under paragraph 7.4, the Contractor shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of Partial Utilization date, and the date of commencement of the Correction Period, and for such maintenance of the warranties and guarantees the Contractor shall receive no adjustment in Contract Price.
- 13.8.3 Any *defective* Work that is either corrected or rejected and replaced will be warranted and guaranteed in accordance with the provisions of this Article 13 for a period of one (1) year from the date of such correction or removal and replacement. If within such extended Correction Period, that Work is once again found to be *defective*, the City may exercise any of the City's rights and remedies under this Article.

13.9 Special Maintenance Requirements:

- 13.9.1 In special circumstances where the Work, or a designated part, progresses to Substantial Completion or Partial Completion but is not placed in continuous service until the commencement of the Correction Period, the Contractor shall maintain the Work, or designated part, in good order and in proper working condition and take all other actions as are necessary for its protection during the period between the applicable Substantial or Partial Completion date and the date of commencement of the Correction Period, and for such maintenance the Contractor shall receive no adjustment in Contract Price.
- 13.9.2. If the Work suffers loss or damage, however caused, the Contractor shall rebuild, repair, restore and make good without an increase in Contract Price all losses or damages to any portion of any Work. The occurrence of City-caused delay or the granting of an extension in Contract Time for any cause shall not relieve the Contractor of his responsibility for the Work, or designated part, as specified in this paragraph.

ARTICLE 14 - TERMINATION

14.1 Notice of Intention to Terminate for Cause:

- 14.1.1. If at any time reasonable doubt of the Contractor's due performance arises, the Official may demand adequate, written assurance of due performance. In addition, the Official, acting on knowledge or belief, may include with the demand for assurance a written notice to the Contractor and surety of the City's intent to terminate the Contractor's right to complete the Work within seven (7) days, or sooner if safety to persons or property is in question, because of occurrence of any of the following events, which constitute lack of due performance and are reasonable grounds for terminating the Contractor.
- 14.1.1.1 The Contractor fails to complete the Work, or separable part, within the corresponding Contract Time; fails or refuses to prosecute the Work, or separable part of the Work, with the diligence required for completion within the corresponding Contract Time; or fails or refuses to supply sufficient skilled workers, materials or equipment in adherence to the Progress Schedule, as revised from time to time;
- 14.1.1.2 The Contractor admits in writing, or the City otherwise establishes, the Contractor's inability to pay his debts generally as they become due; or in response to the City's demand, fails to promptly provide adequate, written assurance, the adequacy of which the City shall be the sole judge, of due performance in accordance with the Contract Documents;
- 14.1.1.3 A trustee, receiver, custodian or agent of the Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors; or
- 14.1.1.4 The Contractor disregards the authority of the Architect, otherwise violates in any substantial way any provision of the Contract Documents, fails to perform the Work in accordance with the Contract Documents, with the Contract Documents, or disregards the Laws, ordinances, codes, rules or regulations of any public governmental entity with jurisdiction.
- 14.1.1.5 The Contractor fails to make payment to filed Item 2 Subcontractors for materials or labor in accordance with the written agreements between the Contractor and Subcontractors.
- 14.1.1.6 The Contractor is guilty of a substantial breach of a provision of the Contract Documents.
- 14.1.2. Promptly after the Contractor receives either a demand for assurance or a notice of termination, the Contractor and surety shall meet with the City and present the plan they intend to follow to give adequate assurance of due performance to the City and to avoid or cure any default. If at or after the meeting, the City decides to allow the Contractor to continue prosecution of the Work to completion, that decision shall not waive the City's right to declare the Contractor in default subsequently nor affect any rights or remedies of the City against the Contractor or surety, or both, then existing or which may accrue in the future.

14.2 Termination for Cause:

- 14.2.1. If the Contractor at any time refuses or neglects to supply a sufficient number of properly skilled workers or of materials of the proper quality, or fails in any respect to perform the Work, or separable part of the Work, with promptness and diligence, or fails in the performance of any of the agreements herein contained, and such refusal, neglect or failure has

been certified to by the Official, the City shall have full power and authority to give written notice to the Contractor and the surety of the City's intention to terminate the services of the Contractor seven (7) days after giving notice, or sooner if safety to persons or property is in question.

14.2.2 If the Contractor seeks relief in bankruptcy, or if he makes a general assignment for the benefit of his creditors, or if a receiver of his property is appointed, or if the Work to be done under this Contract is abandoned, or if this Contract or any part thereof is sublet or assigned without the previous written consent of the Official, or if the Contractor becomes insolvent, or if at any time the Official shall certify in writing that the Contractor has refused or neglected to supply a sufficient number of properly skilled workers or of materials of the proper quality, or has failed in any respect to perform the Work with promptness and diligence, or has failed in the performance of any agreements herein contained, the City acting by the Official and at his discretion, may without prejudice to any right or remedy, and after giving the Contractor and his surety seven (7) days prior written notice, notify the Contractor to terminate the Work and the City, acting by the Official and at his discretion, and without prejudice to any other remedies that the City may have, may thereupon by contract or otherwise, complete the Work and charge the entire expense of so completing the Work to the Contractor; and the Contractor shall not be entitled to receive any further payment under this Contract until Final Completion of the Work, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by the City, such excess shall be paid by the City to the Contractor. If the expense of completing the Work exceeds such unpaid balance, an appropriate credit Change Order shall be issued deducting from the Contract an amount then or thereafter due to the Contractor equal to the actual cost of correcting such deficiencies, including the City's expenses and compensation for the additional services of the Architect made necessary by such failure, refusal or default. For the purpose of completing the Work, the City, acting by the Official, may take possession of and use, or cause to be used, any materials, implements, machinery and tools of every description as may be found upon the site of the work.

14.3 Termination for Convenience:

14.3.1 Upon not less than seven (7) days written notice to the Contractor and the surety, or sooner if reasonable under the circumstances; the Official may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part as the City may deem appropriate for its convenience. Upon receipt of any such termination notice, the Contractor shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination.

14.3.2 In any such termination for the convenience of the City, the Contractor shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination, based solely on supporting documentation that is provided to the City by the Contractor, the adequacy of which will be determined by the City in its sole discretion; provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit on uncompleted work; and provided, further, that if no agreement can be reached as to reasonable termination costs, the parties will follow the provisions in the Federal Acquisition Regulations, clause 52.249-2 found in 48 CFR PART 52.

14.3.3 If, after notice of termination of the services of the Contractor for any of the causes listed in paragraph 14.1, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience for the City. In such event the Contractor may recover from the City payment in accordance with this paragraph 14.3.

14.3.4 Upon any such termination for convenience, the City shall have full power and authority to take possession of the Work, assume any Sub-agreements with Subcontractors and Suppliers which the City so selects, and prosecute the Work to completion by contract or as the City may deem expedient.

14.4 Surety Default:

14.4.1 If upon receipt of a notice of termination for cause, the surety fails to perform its obligations under a bond with reasonable promptness, the City shall declare the surety in default under the bond in accordance with the provisions of this paragraph.

14.4.1.1 No default of the surety under a bond shall be declared however, until the expiration of seven (7) days after receipt by the surety of a written notice from the Official demanding that the surety perform its obligations under the bond.

14.4.1.2 If the City declares the surety in default, the City shall have full power and authority to exclude the surety and Contractor from the site, assume any Sub-agreements which the City so selects and take possession of the Work and of all the

surety's and Contractor's tools, appliances, plant and office, and construction equipment at the site and (a) use the same to the full extent they could be used by the surety and Contractor (without liability to the surety or Contractor for trespass, rent or conversion), (b) incorporate into the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and (c) prosecute the Work to completion by contract or as the City otherwise may deem expedient.

14.4.2 If the City has terminated the Contractor or defaulted the surety, any such termination or default will not affect any rights or remedies of the City against the Contractor or surety, or both, then existing or which may accrue after termination. Any retention or payment of monies due the Contractor or surety by the City will not release the Contractor or surety from any liability. All provisions of the Contract Documents that by their nature survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the Contractor or default of the surety, or both, as applicable.

14.4.3 The City may, in its sole discretion, permit the Contractor or surety to continue to perform Work when the Contractor or surety has been terminated or declared in default for any reason. Such decision by the City shall in no way operate as a waiver of any of the City's rights under the Contract Documents or the Payment Bond, nor in the event of a subsequent default, entitle the Contractor or surety to continue to perform or prosecute the Work to completion.

14.5 The Contractor May Stop Work or Terminate:

14.5.1 To the extent permitted by Law, if through no act or fault of the Contractor, the Architect fails to act on any Application for Payment within thirty (30) days after it is submitted, or the City fails for ninety (90) days to pay the Contractor any Application for Payment sum finally determined by the Architect and City to be due, then the Contractor may, upon thirty (30) additional days written notice to the City of a suspension of work, suspend the Work.

14.5.2 If the City fails to correct the conditions, if any, which under this paragraph justify the Contractor's suspension of the Work within ninety (90) days from the commencement of the suspension, the Contractor may upon thirty (30) days additional written notice to the City and the Architect terminate the Contract and recover from the City payment in accordance with paragraph 14.4.2 Except as specifically provided in this paragraph, these provisions shall not relieve the Contractor of the obligations under Article 8 to carry on the Work in accordance with the Progress Schedule and without delay during disputes and disagreements with the City.

ARTICLE 15 - DISPUTES

15.1 Claims Under This Article:

15.1.1 All Notices of Claims, Claims and any other matters in dispute between the City and the Contractor arising from or related to the Contract Documents or a claimed breach thereof, specifically including those matters arising from Paragraphs 4.28.1; 7.5.3 and 11.4.2, shall be subject to, processed and resolved as provided in this Article 15.

15.1.2 A "Claim" under this Article 15 shall mean a written demand or assertion by the City or Contractor, which is properly certified according to the requirements of Paragraph 15.2.1, seeking an adjustment in Contract Price and payment of monies due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or any other relief arising under or relating to the Contract, after a determination by the Architect or City under the appropriate provision of the Contract Documents.

15.1.3 A Claim arising under the Contract is a Claim that can be resolved under a provision within the Contract Documents that provides for or excludes the relief sought by the claimant. Such Claims shall be resolved in accordance with the applicable provisions.

15.1.4 No Claim shall be valid unless it is based upon the prior submission of a clearly marked written "Notice of Claim" that states the general nature of the Claim delivered by the party making the Claim to other party promptly, but in no event later than thirty (30) days after the Architect's or Official's determination giving rise to the Claim. The receipt by the City of a timely Notice of Claim shall be a condition precedent to the City receiving a valid a Claim submitted from the Contractor for evaluation. The clearly marked written "Claim" itself together with all supporting data shall be delivered within sixty (60) days after the determination. The responsibility to substantiate Claims shall rest with the party making the Claim. Notwithstanding anything to the contrary in this Article, the Official shall not be required to deliver notice of any Claim for liquidated damages or involving retention until sixty (60) days after the final acceptance.

15.1.5 A Claim by the Contractor shall be submitted to the Official with a copy to the Architect for a written decision from the City. The City will provide the Contractor with a written acknowledgement of receipt of the Claim within seventy-two (72) hours, and will notify the Contractor as to the status of the Claim within thirty (30) days of receipt. A Claim by the City shall be submitted to the Contractor and the Architect for a written determination from the Architect.

15.1.6 Once given, the City's final decision on a Claim submitted by the Contractor shall be final and binding on the Contractor unless the Contractor files suit within thirty (30) days after receipt of the City's decision.

15.2 Requirements for Contractor Claims:

15.2.1 For all Contractor Claims seeking an increase in Contract Price or Contract Time, the Contractor shall submit a statement signed under the penalties of perjury and executed by an officer or partner in charge, or by a responsible senior officer or general managing partner of the Contractor certifying that the Claim is made in good faith; the amount claimed accurately reflects the adjustments in Contract Price or Contract Time for which the Contractor believes the City is liable, and covers all costs and delays to which the Contractor is entitled from the occurrence of the claimed event; and supporting costs and pricing data are current, accurate, complete and represent the best of the Contractor's knowledge and belief.

15.3 Determination on a Claim:

15.3.1 Pending final resolution of any Claim, including litigation, the Contractor shall proceed diligently with the Work, and comply with any decision of the Official or the Architect.

15.3.2 After settlement or final adjudication of any Claim under this Article if, upon demand, payment by the Contractor is not made to the City, the City may offset the appropriate amounts against (a) payments due to the Contractor under any other contract between the City and the Contractor, or (b) any amounts for which the City may be obligated to the Contractor in any capacity.

15.4 Venue:

15.4.1 The Contractor, the Contractor's sureties, and the Subcontractors and Suppliers agree, consent and submit to the service of process at the address and in the manner specified in Article 10.17.

15.4.2 The Contractor, the Contractor's sureties, and the Subcontractors and Suppliers waive jurisdiction and venue and shall submit to the jurisdiction of the County of Middlesex only, regardless of residence or domicile, with respect to any actions or suits at law or in equity arising under or related to the bidding, award, performance, or completion of the Work, payment for work performed, or any Claim.

15.4.3 The Contractor shall insert a provision containing the venue and service of process requirements of paragraph 15.4.1 and 15.4.2 in all sub-agreements and agreements between the Contractor and his sureties and insurers, altering the provisions only as necessary to properly identify the contracting parties.

END OF
GENERAL CONDITIONS

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. **The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits in pdf format verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.** The Contractor is obligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



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 Newton
Contract Number: IFB #25-29 **City/Town:** NEWTON
Description of Work: Improvements to Albemarle Playground Phase I

Job Location: 250 Albemarle Road

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 updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- 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.

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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>	08/01/2024	\$41.05	\$14.91	\$18.67	\$0.00	\$74.63
	12/01/2024	\$41.05	\$14.91	\$20.17	\$0.00	\$76.13
	06/01/2025	\$42.05	\$14.91	\$20.17	\$0.00	\$77.13
	08/01/2025	\$42.05	\$15.41	\$20.17	\$0.00	\$77.63
	12/01/2025	\$42.05	\$15.41	\$21.78	\$0.00	\$79.24
	06/01/2026	\$43.05	\$15.41	\$21.78	\$0.00	\$80.24
	08/01/2026	\$43.05	\$15.91	\$21.78	\$0.00	\$80.74
	12/01/2026	\$43.05	\$15.91	\$23.52	\$0.00	\$82.48
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2024	\$40.88	\$14.91	\$18.67	\$0.00	\$74.46
	12/01/2024	\$40.88	\$14.91	\$20.17	\$0.00	\$75.96
	06/01/2025	\$41.12	\$14.91	\$20.17	\$0.00	\$76.20
	08/01/2025	\$41.12	\$15.41	\$20.17	\$0.00	\$76.70
	12/01/2025	\$41.12	\$15.41	\$21.78	\$0.00	\$78.31
	06/01/2026	\$43.12	\$15.41	\$21.78	\$0.00	\$80.31
	08/01/2026	\$43.12	\$15.91	\$21.78	\$0.00	\$80.81
	12/01/2026	\$43.12	\$15.91	\$23.52	\$0.00	\$82.55
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2024	\$41.24	\$14.91	\$18.67	\$0.00	\$74.82
	12/01/2024	\$41.24	\$14.91	\$20.17	\$0.00	\$76.32
	06/01/2025	\$42.24	\$14.91	\$20.17	\$0.00	\$77.32
	08/01/2025	\$42.24	\$15.41	\$20.17	\$0.00	\$77.82
	12/01/2025	\$42.24	\$15.41	\$21.78	\$0.00	\$79.43
	06/01/2026	\$43.24	\$15.41	\$21.78	\$0.00	\$80.43
	08/01/2026	\$43.24	\$15.91	\$21.78	\$0.00	\$80.93
	12/01/2026	\$43.24	\$15.91	\$23.52	\$0.00	\$82.67
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>	06/01/2024	\$46.13	\$9.65	\$18.40	\$0.00	\$74.18
	12/01/2024	\$47.60	\$9.65	\$18.40	\$0.00	\$75.65
	06/01/2025	\$49.10	\$9.65	\$18.40	\$0.00	\$77.15
	12/01/2025	\$50.60	\$9.65	\$18.40	\$0.00	\$78.65
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$53.65	\$9.65	\$18.40	\$0.00	\$81.70
	06/01/2027	\$55.25	\$9.65	\$18.40	\$0.00	\$83.30
	12/01/2027	\$56.85	\$9.65	\$18.40	\$0.00	\$84.90
	06/01/2028	\$58.53	\$9.65	\$18.40	\$0.00	\$86.58
	12/01/2028	\$60.20	\$9.65	\$18.40	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$46.23	\$9.65	\$18.40	\$0.00	\$74.28
	12/01/2024	\$47.70	\$9.65	\$18.40	\$0.00	\$75.75
	06/01/2025	\$49.20	\$9.65	\$18.40	\$0.00	\$77.25
	12/01/2025	\$50.70	\$9.65	\$18.40	\$0.00	\$78.75
	06/01/2026	\$52.25	\$9.65	\$18.40	\$0.00	\$80.30
	12/01/2026	\$53.75	\$9.65	\$18.40	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2024	\$41.80	\$14.50	\$11.05	\$0.00	\$67.35
	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.73	\$9.65	\$18.40	\$0.00	\$73.78
	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2024	\$46.13	\$9.65	\$18.40	\$0.00	\$74.18
	12/01/2024	\$47.60	\$9.65	\$18.40	\$0.00	\$75.65
	06/01/2025	\$49.10	\$9.65	\$18.40	\$0.00	\$77.15
	12/01/2025	\$50.60	\$9.65	\$18.40	\$0.00	\$78.65
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$53.65	\$9.65	\$18.40	\$0.00	\$81.70
	06/01/2027	\$55.25	\$9.65	\$18.40	\$0.00	\$83.30
	12/01/2027	\$56.85	\$9.65	\$18.40	\$0.00	\$84.90
	06/01/2028	\$58.53	\$9.65	\$18.40	\$0.00	\$86.58
	12/01/2028	\$60.20	\$9.65	\$18.40	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$46.23	\$9.65	\$18.40	\$0.00	\$74.28
	12/01/2024	\$47.70	\$9.65	\$18.40	\$0.00	\$75.75
	06/01/2025	\$49.20	\$9.65	\$18.40	\$0.00	\$77.25
	12/01/2025	\$50.70	\$9.65	\$18.40	\$0.00	\$78.75
	06/01/2026	\$52.25	\$9.65	\$18.40	\$0.00	\$80.30
	12/01/2026	\$53.75	\$9.65	\$18.40	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

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) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	08/01/2024	\$64.50	\$11.49	\$23.59	\$0.00	\$99.58
	02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
	08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
	02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
	08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
	02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.25	\$11.49	\$23.59	\$0.00	\$67.33
2	60	\$38.70	\$11.49	\$23.59	\$0.00	\$73.78
3	70	\$45.15	\$11.49	\$23.59	\$0.00	\$80.23
4	80	\$51.60	\$11.49	\$23.59	\$0.00	\$86.68
5	90	\$58.05	\$11.49	\$23.59	\$0.00	\$93.13

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.90	\$11.49	\$23.59	\$0.00	\$67.98
2	60	\$39.48	\$11.49	\$23.59	\$0.00	\$74.56
3	70	\$46.06	\$11.49	\$23.59	\$0.00	\$81.14
4	80	\$52.64	\$11.49	\$23.59	\$0.00	\$87.72
5	90	\$59.22	\$11.49	\$23.59	\$0.00	\$94.30

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	06/01/2024	\$46.63	\$9.65	\$18.22	\$0.00	\$74.50
	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
	For apprentice rates see "Apprentice- LABORER"					
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS - ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2024	\$31.91	\$7.02	\$6.47	\$0.00	\$45.40
CARPENTERS-ZONE 2 (Wood Frame)	10/01/2025	\$33.21	\$7.02	\$6.47	\$0.00	\$46.70
	10/01/2026	\$34.51	\$7.02	\$6.47	\$0.00	\$48.00

All Aspects of New Wood Frame Work

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.96	\$7.02	\$0.00	\$0.00	\$22.98
2	50	\$15.96	\$7.02	\$0.00	\$0.00	\$22.98
3	55	\$17.55	\$7.02	\$2.00	\$0.00	\$26.57
4	55	\$17.55	\$7.02	\$2.00	\$0.00	\$26.57
5	70	\$22.34	\$7.02	\$6.47	\$0.00	\$35.83
6	70	\$22.34	\$7.02	\$6.47	\$0.00	\$35.83
7	80	\$25.53	\$7.02	\$6.47	\$0.00	\$39.02
8	80	\$25.53	\$7.02	\$6.47	\$0.00	\$39.02

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.61	\$7.02	\$0.00	\$0.00	\$23.63
2	50	\$16.61	\$7.02	\$0.00	\$0.00	\$23.63
3	55	\$18.27	\$7.02	\$2.00	\$0.00	\$27.29
4	55	\$18.27	\$7.02	\$2.00	\$0.00	\$27.29
5	70	\$23.25	\$7.02	\$6.47	\$0.00	\$36.74
6	70	\$23.25	\$7.02	\$6.47	\$0.00	\$36.74
7	80	\$26.57	\$7.02	\$6.47	\$0.00	\$40.06
8	80	\$26.57	\$7.02	\$6.47	\$0.00	\$40.06

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING 01/01/2024 \$49.33 \$13.00 \$23.57 \$1.30 \$87.20
 BRICKLAYERS LOCAL 3 (NEWTON)

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

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

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

Apprentice to Journeyworker Ratio:1:3

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$57.15	\$15.30	\$16.40	\$0.00	\$88.85
	12/01/2024	\$58.63	\$15.30	\$16.40	\$0.00	\$90.33
	06/01/2025	\$59.96	\$15.30	\$16.40	\$0.00	\$91.66
	12/01/2025	\$61.43	\$15.30	\$16.40	\$0.00	\$93.13
	06/01/2026	\$62.76	\$15.30	\$16.40	\$0.00	\$94.46
	12/01/2026	\$64.24	\$15.30	\$16.40	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
LABORERS - ZONE 1	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
	For apprentice rates see "Apprentice- LABORER"					
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
	For apprentice rates see "Apprentice- LABORER"					
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
	For apprentice rates see "Apprentice- LABORER"					
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
	For apprentice rates see "Apprentice- LABORER"					

Issue Date: 10/16/2024

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$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>	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.51	\$13.00	\$0.77	\$0.00	\$39.28
2	40	\$25.51	\$13.00	\$0.77	\$0.00	\$39.28
3	45	\$28.70	\$13.00	\$16.69	\$0.00	\$58.39
4	45	\$28.70	\$13.00	\$16.69	\$0.00	\$58.39
5	50	\$31.89	\$13.00	\$17.20	\$0.00	\$62.09
6	55	\$35.08	\$13.00	\$17.70	\$0.00	\$65.78
7	60	\$38.27	\$13.00	\$18.21	\$0.00	\$69.48
8	65	\$41.46	\$13.00	\$18.71	\$0.00	\$73.17
9	70	\$44.65	\$13.00	\$19.22	\$0.00	\$76.87
10	75	\$47.84	\$13.00	\$19.74	\$0.00	\$80.58

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.99	\$13.00	\$0.78	\$0.00	\$39.77
2	40	\$25.99	\$13.00	\$0.78	\$0.00	\$39.77
3	45	\$29.24	\$13.00	\$16.71	\$0.00	\$58.95
4	45	\$29.24	\$13.00	\$16.71	\$0.00	\$58.95
5	50	\$32.49	\$13.00	\$17.21	\$0.00	\$62.70
6	55	\$35.74	\$13.00	\$17.72	\$0.00	\$66.46
7	60	\$38.99	\$13.00	\$18.23	\$0.00	\$70.22
8	65	\$42.24	\$13.00	\$18.74	\$0.00	\$73.98
9	70	\$45.49	\$13.00	\$19.24	\$0.00	\$77.73
10	75	\$48.74	\$13.00	\$19.76	\$0.00	\$81.50

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

Apprentice to Journeyworker Ratio:2:3***

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.73	\$9.65	\$18.40	\$0.00	\$73.78
	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30

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

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$50.79	\$15.00	\$16.40	\$0.00	\$82.19
	11/01/2024	\$52.08	\$15.00	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.52	\$15.00	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.81	\$15.00	\$16.40	\$0.00	\$86.21
	05/01/2026	\$56.25	\$15.00	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.54	\$15.00	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.97	\$15.00	\$16.40	\$0.00	\$90.37

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$52.37	\$15.00	\$16.40	\$0.00	\$83.77
	11/01/2024	\$53.67	\$15.00	\$16.40	\$0.00	\$85.07
	05/01/2025	\$55.12	\$15.00	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.42	\$15.00	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.87	\$15.00	\$16.40	\$0.00	\$89.27
	11/01/2026	\$59.17	\$15.00	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.62	\$15.00	\$16.40	\$0.00	\$92.02

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$24.91	\$15.00	\$16.40	\$0.00	\$56.31
	11/01/2024	\$25.67	\$15.00	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.52	\$15.00	\$16.40	\$0.00	\$57.92
	11/01/2025	\$27.28	\$15.00	\$16.40	\$0.00	\$58.68
	05/01/2026	\$28.13	\$15.00	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.89	\$15.00	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.74	\$15.00	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2024	\$51.02	\$13.00	\$20.24	\$0.00	\$84.26
	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$45.23	\$15.30	\$16.40	\$0.00	\$76.93
	12/01/2024	\$46.41	\$15.30	\$16.40	\$0.00	\$78.11
	06/01/2025	\$47.47	\$15.30	\$16.40	\$0.00	\$79.17
	12/01/2025	\$48.64	\$15.30	\$16.40	\$0.00	\$80.34
	06/01/2026	\$49.70	\$15.30	\$16.40	\$0.00	\$81.40
	12/01/2026	\$50.88	\$15.30	\$16.40	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$27.01	\$9.65	\$18.40	\$0.00	\$55.06
	12/01/2024	\$27.01	\$9.65	\$18.40	\$0.00	\$55.06
	06/01/2025	\$28.09	\$9.65	\$18.40	\$0.00	\$56.14
	12/01/2025	\$28.09	\$9.65	\$18.40	\$0.00	\$56.14
	06/01/2026	\$29.21	\$9.65	\$18.40	\$0.00	\$57.26
	12/01/2026	\$29.21	\$9.65	\$18.40	\$0.00	\$57.26
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2024	\$56.23	\$8.83	\$20.27	\$0.00	\$85.33
	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 216S Zone I

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
2	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
3	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
4	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
5	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
6	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
7	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32
8	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
2	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
3	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
4	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
5	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
6	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
7	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52
8	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$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>	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2
Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:
 Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.82	\$15.30	\$0.00	\$0.00	\$46.12
2	60	\$33.62	\$15.30	\$16.40	\$0.00	\$65.32
3	65	\$36.42	\$15.30	\$16.40	\$0.00	\$68.12
4	70	\$39.22	\$15.30	\$16.40	\$0.00	\$70.92
5	75	\$42.02	\$15.30	\$16.40	\$0.00	\$73.72
6	80	\$44.82	\$15.30	\$16.40	\$0.00	\$76.52
7	85	\$47.63	\$15.30	\$16.40	\$0.00	\$79.33
8	90	\$50.43	\$15.30	\$16.40	\$0.00	\$82.13

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.61	\$0.00	\$0.00	\$0.00	\$31.61
2	60	\$34.49	\$15.30	\$16.40	\$0.00	\$66.19
3	65	\$37.36	\$15.30	\$16.40	\$0.00	\$69.06
4	70	\$40.24	\$15.30	\$16.40	\$0.00	\$71.94
5	75	\$43.11	\$15.30	\$16.40	\$0.00	\$74.81
6	80	\$45.98	\$15.30	\$16.40	\$0.00	\$77.68
7	85	\$48.86	\$15.30	\$16.40	\$0.00	\$80.56
8	90	\$51.73	\$15.30	\$16.40	\$0.00	\$83.43

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	09/01/2024	\$63.78	\$13.00	\$22.26	\$0.00	\$99.04
	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

Issue Date: 10/16/2024

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2024	\$46.13	\$9.65	\$18.40	\$0.00	\$74.18
	12/01/2024	\$47.60	\$9.65	\$18.40	\$0.00	\$75.65
	06/01/2025	\$49.10	\$9.65	\$18.40	\$0.00	\$77.15
	12/01/2025	\$50.60	\$9.65	\$18.40	\$0.00	\$78.65
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$53.65	\$9.65	\$18.40	\$0.00	\$81.70
	06/01/2027	\$55.25	\$9.65	\$18.40	\$0.00	\$83.30
	12/01/2027	\$56.85	\$9.65	\$18.40	\$0.00	\$84.90
	06/01/2028	\$58.53	\$9.65	\$18.40	\$0.00	\$86.58
	12/01/2028	\$60.20	\$9.65	\$18.40	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$46.23	\$9.65	\$18.40	\$0.00	\$74.28
	12/01/2024	\$47.70	\$9.65	\$18.40	\$0.00	\$75.75
	06/01/2025	\$49.20	\$9.65	\$18.40	\$0.00	\$77.25
	12/01/2025	\$50.70	\$9.65	\$18.40	\$0.00	\$78.75
	06/01/2026	\$52.25	\$9.65	\$18.40	\$0.00	\$80.30
	12/01/2026	\$53.75	\$9.65	\$18.40	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.46	\$14.75	\$14.32	\$0.00	\$57.53
2	60	\$34.15	\$14.75	\$15.37	\$0.00	\$64.27
3	70	\$39.84	\$14.75	\$16.43	\$0.00	\$71.02
4	80	\$45.54	\$14.75	\$17.49	\$0.00	\$77.78

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.17	\$14.75	\$14.32	\$0.00	\$59.24
2	60	\$36.20	\$14.75	\$15.37	\$0.00	\$66.32
3	70	\$42.24	\$14.75	\$16.43	\$0.00	\$73.42
4	80	\$48.27	\$14.75	\$17.49	\$0.00	\$80.51

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.38	\$8.35	\$26.70	\$0.00	\$67.43
2	70	\$37.78	\$8.35	\$26.70	\$0.00	\$72.83
3	75	\$40.48	\$8.35	\$26.70	\$0.00	\$75.53
4	80	\$43.18	\$8.35	\$26.70	\$0.00	\$78.23
5	85	\$45.87	\$8.35	\$26.70	\$0.00	\$80.92
6	90	\$48.57	\$8.35	\$26.70	\$0.00	\$83.62

Notes:

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.38	\$9.65	\$18.40	\$0.00	\$73.43
	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50

Apprentice - LABORER - Zone 1

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.23	\$9.65	\$18.40	\$0.00	\$55.28
2	70	\$31.77	\$9.65	\$18.40	\$0.00	\$59.82
3	80	\$36.30	\$9.65	\$18.40	\$0.00	\$64.35
4	90	\$40.84	\$9.65	\$18.40	\$0.00	\$68.89

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.11	\$9.65	\$18.40	\$0.00	\$56.16
2	70	\$32.80	\$9.65	\$18.40	\$0.00	\$60.85
3	80	\$37.48	\$9.65	\$18.40	\$0.00	\$65.53
4	90	\$42.17	\$9.65	\$18.40	\$0.00	\$70.22

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.48	\$9.65	\$18.40	\$0.00	\$73.53
	12/01/2024	\$46.95	\$9.65	\$18.40	\$0.00	\$75.00
	06/01/2025	\$48.45	\$9.65	\$18.40	\$0.00	\$76.50
	12/01/2025	\$49.95	\$9.65	\$18.40	\$0.00	\$78.00
	06/01/2026	\$51.50	\$9.65	\$18.40	\$0.00	\$79.55
	12/01/2026	\$53.00	\$9.65	\$18.40	\$0.00	\$81.05

Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.29	\$9.65	\$18.40	\$0.00	\$55.34
2	70	\$31.84	\$9.65	\$18.40	\$0.00	\$59.89
3	80	\$36.38	\$9.65	\$18.40	\$0.00	\$64.43
4	90	\$40.93	\$9.65	\$18.40	\$0.00	\$68.98

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.17	\$9.65	\$18.40	\$0.00	\$56.22
2	70	\$32.87	\$9.65	\$18.40	\$0.00	\$60.92
3	80	\$37.56	\$9.65	\$18.40	\$0.00	\$65.61
4	90	\$42.26	\$9.65	\$18.40	\$0.00	\$70.31

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.38	\$9.65	\$18.40	\$0.00	\$73.43
	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.38	\$9.65	\$18.40	\$0.00	\$73.43
	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	06/03/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.73	\$9.65	\$18.40	\$0.00	\$73.78
	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.38	\$9.65	\$18.40	\$0.00	\$73.43
	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.38	\$9.65	\$18.40	\$0.00	\$73.43
	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50
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>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.73	\$9.65	\$18.40	\$0.00	\$73.78
	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$49.32	\$11.49	\$21.62	\$0.00	\$82.43
	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Issue Date: 10/16/2024

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.66	\$11.49	\$21.62	\$0.00	\$57.77
2	60	\$29.59	\$11.49	\$21.62	\$0.00	\$62.70
3	70	\$34.52	\$11.49	\$21.62	\$0.00	\$67.63
4	80	\$39.46	\$11.49	\$21.62	\$0.00	\$72.57
5	90	\$44.39	\$11.49	\$21.62	\$0.00	\$77.50

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60	\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70	\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80	\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90	\$45.32	\$11.49	\$21.62	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) MILLWRIGHTS LOCAL 1121 - Zone 1	01/01/2024	\$48.03	\$10.08	\$21.72	\$0.00	\$79.83
	01/06/2025	\$50.53	\$10.08	\$21.72	\$0.00	\$82.33
	01/05/2026	\$53.03	\$10.08	\$21.72	\$0.00	\$84.83

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.42	\$10.08	\$5.64	\$0.00	\$42.14
2	65	\$31.22	\$10.08	\$6.66	\$0.00	\$47.96
3	75	\$36.02	\$10.08	\$19.16	\$0.00	\$65.26
4	85	\$40.83	\$10.08	\$20.18	\$0.00	\$71.09

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.79	\$10.08	\$5.64	\$0.00	\$43.51
2	65	\$32.84	\$10.08	\$6.66	\$0.00	\$49.58
3	75	\$37.90	\$10.08	\$19.16	\$0.00	\$67.14
4	85	\$42.95	\$10.08	\$20.18	\$0.00	\$73.21

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

MORTAR MIXER LABORERS - ZONE 1	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2024	\$24.71	\$15.30	\$16.40	\$0.00	\$56.41
	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2024	\$30.28	\$15.30	\$16.40	\$0.00	\$61.98
	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
* 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>	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$9.95	\$0.00	\$0.00	\$34.03
2	55	\$26.49	\$9.95	\$6.66	\$0.00	\$43.10
3	60	\$28.90	\$9.95	\$7.26	\$0.00	\$46.11
4	65	\$31.30	\$9.95	\$7.87	\$0.00	\$49.12
5	70	\$33.71	\$9.95	\$20.32	\$0.00	\$63.98
6	75	\$36.12	\$9.95	\$20.93	\$0.00	\$67.00
7	80	\$38.53	\$9.95	\$21.53	\$0.00	\$70.01
8	90	\$43.34	\$9.95	\$22.74	\$0.00	\$76.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.68	\$9.95	\$0.00	\$0.00	\$34.63
2	55	\$27.15	\$9.95	\$6.66	\$0.00	\$43.76
3	60	\$29.62	\$9.95	\$7.26	\$0.00	\$46.83
4	65	\$32.08	\$9.95	\$7.87	\$0.00	\$49.90
5	70	\$34.55	\$9.95	\$20.32	\$0.00	\$64.82
6	75	\$37.02	\$9.95	\$20.93	\$0.00	\$67.90
7	80	\$39.49	\$9.95	\$21.53	\$0.00	\$70.97
8	90	\$44.42	\$9.95	\$22.74	\$0.00	\$77.11

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$9.95	\$0.00	\$0.00	\$33.06
2	55	\$25.42	\$9.95	\$6.66	\$0.00	\$42.03
3	60	\$27.73	\$9.95	\$7.26	\$0.00	\$44.94
4	65	\$30.04	\$9.95	\$7.87	\$0.00	\$47.86
5	70	\$32.35	\$9.95	\$20.32	\$0.00	\$62.62
6	75	\$34.67	\$9.95	\$20.93	\$0.00	\$65.55
7	80	\$36.98	\$9.95	\$21.53	\$0.00	\$68.46
8	90	\$41.60	\$9.95	\$22.74	\$0.00	\$74.29

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$9.95	\$0.00	\$0.00	\$32.36
2	55	\$24.65	\$9.95	\$6.66	\$0.00	\$41.26
3	60	\$26.89	\$9.95	\$7.26	\$0.00	\$44.10
4	65	\$29.13	\$9.95	\$7.87	\$0.00	\$46.95
5	70	\$31.37	\$9.95	\$20.32	\$0.00	\$61.64
6	75	\$33.62	\$9.95	\$20.93	\$0.00	\$64.50
7	80	\$35.86	\$9.95	\$21.53	\$0.00	\$67.34
8	90	\$40.34	\$9.95	\$22.74	\$0.00	\$73.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	06/01/2024	\$45.48	\$9.65	\$18.40	\$0.00	\$73.53
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2024	\$46.95	\$9.65	\$18.40	\$0.00	\$75.00
	06/01/2025	\$48.45	\$9.65	\$18.40	\$0.00	\$76.50
	12/01/2025	\$49.95	\$9.65	\$18.40	\$0.00	\$78.00
	06/01/2026	\$51.50	\$9.65	\$18.40	\$0.00	\$79.55
	12/01/2026	\$53.00	\$9.65	\$18.40	\$0.00	\$81.05

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

PANEL & PICKUP TRUCKS DRIVER	08/01/2024	\$40.88	\$14.91	\$18.67	\$0.00	\$74.46
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2024	\$40.88	\$14.91	\$20.17	\$0.00	\$75.96
	06/01/2025	\$41.88	\$14.91	\$20.17	\$0.00	\$76.96
	08/01/2025	\$41.88	\$15.41	\$20.17	\$0.00	\$77.46
	12/01/2025	\$41.88	\$15.41	\$21.78	\$0.00	\$79.07
	06/01/2026	\$42.88	\$15.41	\$21.78	\$0.00	\$80.07
	08/01/2026	\$42.88	\$15.91	\$21.78	\$0.00	\$80.57
	12/01/2026	\$42.88	\$15.91	\$23.52	\$0.00	\$82.31

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"						

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

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 <i>PIPEFITTERS LOCAL 537</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

Apprentice - PIPEFITTER - Local 537
Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.83	\$12.70	\$9.05	\$0.00	\$48.58
2	45	\$30.19	\$12.70	\$21.80	\$0.00	\$64.69
3	60	\$40.25	\$12.70	\$21.80	\$0.00	\$74.75
4	70	\$46.96	\$12.70	\$21.80	\$0.00	\$81.46
5	80	\$53.66	\$12.70	\$21.80	\$0.00	\$88.16

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$27.55	\$12.70	\$9.05	\$0.00	\$49.30
2	45	\$31.00	\$12.70	\$21.80	\$0.00	\$65.50
3	60	\$41.33	\$12.70	\$21.80	\$0.00	\$75.83
4	70	\$48.22	\$12.70	\$21.80	\$0.00	\$82.72
5	80	\$55.10	\$12.70	\$21.80	\$0.00	\$89.60

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:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.73	\$9.65	\$18.40	\$0.00	\$73.78
	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2024	\$69.04	\$14.32	\$19.61	\$0.00	\$102.97
	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.16	\$14.32	\$7.06	\$0.00	\$45.54
2	40	\$27.62	\$14.32	\$8.02	\$0.00	\$49.96
3	55	\$37.97	\$14.32	\$10.93	\$0.00	\$63.22
4	65	\$44.88	\$14.32	\$12.86	\$0.00	\$72.06
5	75	\$51.78	\$14.32	\$14.79	\$0.00	\$80.89

Effective Date - 03/02/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$14.32	\$7.06	\$0.00	\$46.17
2	40	\$28.34	\$14.32	\$8.02	\$0.00	\$50.68
3	55	\$38.96	\$14.32	\$10.93	\$0.00	\$64.21
4	65	\$46.05	\$14.32	\$12.86	\$0.00	\$73.23
5	75	\$53.13	\$14.32	\$14.79	\$0.00	\$82.24

Notes:

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

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.73	\$9.65	\$18.40	\$0.00	\$73.78
	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	06/01/2024	\$46.38	\$9.65	\$18.40	\$0.00	\$74.43
	12/01/2024	\$47.85	\$9.65	\$18.40	\$0.00	\$75.90
	06/01/2025	\$49.35	\$9.65	\$18.40	\$0.00	\$77.40
	12/01/2025	\$50.85	\$9.65	\$18.40	\$0.00	\$78.90
	06/01/2026	\$52.40	\$9.65	\$18.40	\$0.00	\$80.45
	12/01/2026	\$53.90	\$9.65	\$18.40	\$0.00	\$81.95
	06/01/2027	\$55.50	\$9.65	\$18.40	\$0.00	\$83.55
	12/01/2027	\$57.10	\$9.65	\$18.40	\$0.00	\$85.15
	06/01/2028	\$58.78	\$9.65	\$18.40	\$0.00	\$86.83
	12/01/2028	\$60.45	\$9.65	\$18.40	\$0.00	\$88.50
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$46.48	\$9.65	\$18.40	\$0.00	\$74.53
	12/01/2024	\$47.95	\$9.65	\$18.40	\$0.00	\$76.00
	06/01/2025	\$49.45	\$9.65	\$18.40	\$0.00	\$77.50
	12/01/2025	\$50.95	\$9.65	\$18.40	\$0.00	\$79.00
	06/01/2026	\$52.50	\$9.65	\$18.40	\$0.00	\$80.55
	12/01/2026	\$54.00	\$9.65	\$18.40	\$0.00	\$82.05
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Rosenfeld (Walpole)</i>	05/01/2024	\$30.15	\$13.96	\$8.00	\$0.00	\$52.11
	01/01/2025	\$30.15	\$13.46	\$8.00	\$0.00	\$51.61
	05/01/2025	\$30.90	\$13.46	\$8.25	\$0.00	\$52.61
	01/01/2026	\$30.90	\$13.96	\$8.25	\$0.00	\$53.11
	05/01/2026	\$31.90	\$13.96	\$8.25	\$0.00	\$54.11
	01/01/2027	\$31.90	\$14.46	\$8.25	\$0.00	\$54.61
	05/01/2027	\$32.90	\$14.46	\$8.25	\$0.00	\$55.61
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75	
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.03	\$13.03	\$21.70	\$0.00	\$85.76
	02/01/2025	\$52.28	\$13.03	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.78	\$13.03	\$21.70	\$0.00	\$88.51
	02/01/2026	\$55.03	\$13.03	\$21.70	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.52	\$13.03	\$6.52	\$0.00	\$45.07
2	60	\$30.62	\$13.03	\$21.70	\$0.00	\$65.35
3	65	\$33.17	\$13.03	\$21.70	\$0.00	\$67.90
4	75	\$38.27	\$13.03	\$21.70	\$0.00	\$73.00
5	85	\$43.38	\$13.03	\$21.70	\$0.00	\$78.11

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.14	\$13.03	\$6.52	\$0.00	\$45.69
2	60	\$31.37	\$13.03	\$21.70	\$0.00	\$66.10
3	65	\$33.98	\$13.03	\$21.70	\$0.00	\$68.71
4	75	\$39.21	\$13.03	\$21.70	\$0.00	\$73.94
5	85	\$44.44	\$13.03	\$21.70	\$0.00	\$79.17

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

Apprentice to Journeyworker Ratio: **

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.28	\$13.03	\$21.70	\$0.00	\$86.01
	02/01/2025	\$52.53	\$13.03	\$21.70	\$0.00	\$87.26
	08/01/2025	\$54.03	\$13.03	\$21.70	\$0.00	\$88.76
	02/01/2026	\$55.28	\$13.03	\$21.70	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2024	\$57.94	\$14.75	\$28.12	\$2.98	\$103.79
	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$24.33	\$14.75	\$6.13	\$0.00	\$45.21
2	42	\$24.33	\$14.75	\$6.13	\$0.00	\$45.21
3	47	\$27.23	\$14.75	\$12.11	\$1.63	\$55.72
4	47	\$27.23	\$14.75	\$12.11	\$1.63	\$55.72
5	52	\$30.13	\$14.75	\$13.09	\$1.75	\$59.72
6	52	\$30.13	\$14.75	\$13.34	\$1.76	\$59.98
7	60	\$34.76	\$14.75	\$14.75	\$1.94	\$66.20
8	65	\$37.66	\$14.75	\$15.73	\$2.06	\$70.20
9	75	\$43.46	\$14.75	\$17.69	\$2.30	\$78.20
10	85	\$49.25	\$14.75	\$19.15	\$2.52	\$85.67

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
2	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
3	47	\$28.05	\$14.75	\$12.11	\$1.66	\$56.57
4	47	\$28.05	\$14.75	\$12.11	\$1.66	\$56.57
5	52	\$31.04	\$14.75	\$13.09	\$1.78	\$60.66
6	52	\$31.04	\$14.75	\$13.34	\$1.79	\$60.92
7	60	\$35.81	\$14.75	\$14.75	\$1.97	\$67.28
8	65	\$38.80	\$14.75	\$15.73	\$2.09	\$71.37
9	75	\$44.77	\$14.75	\$17.69	\$2.33	\$79.54
10	85	\$50.74	\$14.75	\$19.15	\$2.56	\$87.20

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	08/01/2024	\$41.34	\$14.91	\$18.67	\$0.00	\$74.92
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2024	\$41.34	\$14.91	\$20.17	\$0.00	\$76.42
	06/01/2025	\$42.34	\$14.91	\$20.17	\$0.00	\$77.42
	08/01/2025	\$42.34	\$15.41	\$20.17	\$0.00	\$77.92
	12/01/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$79.53
	06/01/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$80.53
	08/01/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$81.03
	12/01/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$82.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2024	\$41.63	\$14.91	\$18.67	\$0.00	\$75.21
	12/01/2024	\$41.63	\$14.91	\$20.17	\$0.00	\$76.71
	06/01/2025	\$42.63	\$14.91	\$20.17	\$0.00	\$77.71
	08/01/2025	\$42.63	\$15.41	\$20.17	\$0.00	\$78.21
	12/01/2025	\$42.63	\$15.41	\$21.78	\$0.00	\$79.82
	06/01/2026	\$43.63	\$15.41	\$21.78	\$0.00	\$80.82
	08/01/2026	\$43.63	\$15.91	\$21.78	\$0.00	\$81.32
	12/01/2026	\$43.63	\$15.91	\$23.52	\$0.00	\$83.06
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	10/01/2024	\$70.84	\$11.51	\$23.30	\$0.00	\$105.65
	03/01/2025	\$72.64	\$11.51	\$23.30	\$0.00	\$107.45

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

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$11.51	\$12.90	\$0.00	\$49.20
2	40	\$28.34	\$11.51	\$13.70	\$0.00	\$53.55
3	45	\$31.88	\$11.51	\$14.50	\$0.00	\$57.89
4	50	\$35.42	\$11.51	\$15.30	\$0.00	\$62.23
5	55	\$38.96	\$11.51	\$16.10	\$0.00	\$66.57
6	60	\$42.50	\$11.51	\$16.90	\$0.00	\$70.91
7	65	\$46.05	\$11.51	\$17.70	\$0.00	\$75.26
8	70	\$49.59	\$11.51	\$18.50	\$0.00	\$79.60
9	75	\$53.13	\$11.51	\$19.30	\$0.00	\$83.94
10	80	\$56.67	\$11.51	\$20.10	\$0.00	\$88.28

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$25.42	\$11.51	\$12.90	\$0.00	\$49.83
2	40	\$29.06	\$11.51	\$13.70	\$0.00	\$54.27
3	45	\$32.69	\$11.51	\$14.50	\$0.00	\$58.70
4	50	\$36.32	\$11.51	\$15.30	\$0.00	\$63.13
5	55	\$39.95	\$11.51	\$16.10	\$0.00	\$67.56
6	60	\$43.58	\$11.51	\$16.90	\$0.00	\$71.99
7	65	\$47.22	\$11.51	\$17.70	\$0.00	\$76.43
8	70	\$50.85	\$11.51	\$18.50	\$0.00	\$80.86
9	75	\$54.48	\$11.51	\$19.30	\$0.00	\$85.29
10	80	\$58.11	\$11.51	\$20.10	\$0.00	\$89.72

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2024	\$51.02	\$13.00	\$20.24	\$0.00	\$84.26
	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.96	\$13.00	\$0.69	\$0.00	\$36.65
2	45	\$22.96	\$13.00	\$0.69	\$0.00	\$36.65
3	50	\$25.51	\$13.00	\$16.16	\$0.00	\$54.67
4	50	\$25.51	\$13.00	\$16.16	\$0.00	\$54.67
5	55	\$28.06	\$13.00	\$16.57	\$0.00	\$57.63
6	60	\$30.61	\$13.00	\$16.97	\$0.00	\$60.58
7	65	\$33.16	\$13.00	\$17.38	\$0.00	\$63.54
8	70	\$35.71	\$13.00	\$17.78	\$0.00	\$66.49
9	75	\$38.27	\$13.00	\$18.18	\$0.00	\$69.45
10	80	\$40.82	\$13.00	\$18.58	\$0.00	\$72.40

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$23.39	\$13.00	\$0.70	\$0.00	\$37.09
2	45	\$23.39	\$13.00	\$0.70	\$0.00	\$37.09
3	50	\$25.99	\$13.00	\$16.16	\$0.00	\$55.15
4	50	\$25.99	\$13.00	\$16.16	\$0.00	\$55.15
5	55	\$28.59	\$13.00	\$16.57	\$0.00	\$58.16
6	60	\$31.19	\$13.00	\$16.97	\$0.00	\$61.16
7	65	\$33.79	\$13.00	\$17.38	\$0.00	\$64.17
8	70	\$36.39	\$13.00	\$17.78	\$0.00	\$67.17
9	75	\$38.99	\$13.00	\$18.18	\$0.00	\$70.17
10	80	\$41.58	\$13.00	\$18.58	\$0.00	\$73.16

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.60	\$9.65	\$18.22	\$0.00	\$73.47
	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

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>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$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>	08/01/2024	\$41.92	\$14.91	\$18.67	\$0.00	\$75.50
	12/01/2024	\$41.92	\$14.91	\$20.17	\$0.00	\$77.00
	06/01/2025	\$42.92	\$14.91	\$20.17	\$0.00	\$78.00
	08/01/2025	\$42.92	\$15.41	\$20.17	\$0.00	\$78.50
	12/01/2025	\$42.92	\$15.41	\$21.78	\$0.00	\$80.11
	06/01/2026	\$43.92	\$15.41	\$21.78	\$0.00	\$81.11
	08/01/2026	\$43.92	\$15.91	\$21.78	\$0.00	\$81.61
	12/01/2026	\$43.92	\$15.91	\$23.52	\$0.00	\$83.35
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$57.71	\$9.65	\$19.00	\$0.00	\$86.36
	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$59.71	\$9.65	\$19.00	\$0.00	\$88.36
	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$49.78	\$9.65	\$19.00	\$0.00	\$78.43
	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$51.78	\$9.65	\$19.00	\$0.00	\$80.43
	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2024	\$41.34	\$14.91	\$18.67	\$0.00	\$74.92
	12/01/2024	\$41.34	\$14.91	\$20.17	\$0.00	\$76.42
	06/01/2025	\$42.34	\$14.91	\$20.17	\$0.00	\$77.42
	08/01/2025	\$42.34	\$15.41	\$20.17	\$0.00	\$77.92
	12/01/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$79.53
	06/01/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$80.53
	08/01/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$81.03
	12/01/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$82.77
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2024	\$45.63	\$9.65	\$18.40	\$0.00	\$73.68
	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	06/01/2024	\$45.73	\$9.65	\$18.40	\$0.00	\$73.78
	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2024	\$69.04	\$14.32	\$19.61	\$0.00	\$102.97
	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

**** APP to JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Issue Date: 10/16/2024

Wage Request Number: 20241016-043

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

END OF SECTION

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

a) STATEMENT OF COMPLIANCE

_____, 2024

I, _____,

(Name of signatory party) (Title)

do hereby state:

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

_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

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

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

WEEKLY PAYROLL REPORT FORM

Company Name:

Prime Contractor

Project Name:

Subcontractor

Awarding Auth.:

List Prime Contractor:

Work Week Ending:

Employer Signature:

Print Name & Title:

Employee Name & Address	Work Classification	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.