

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PARKS, RECREATION, OPEN SPACE, & CULTURE  
(M. G. L. Ch. 30, Sec. 39M)***

**PROJECT MANUAL:  
NEWTON NORTH HIGH SCHOOL TENNIS COURT  
RESURFACING IMPROVEMENTS  
*INVITATION FOR BID #22-83***

**Bid Opening: May 19, 2022 11:00 a.m.  
Pre-Bid Meeting: May 12, 2022 at 10:00AM**

**MAY 2022  
Ruthanne Fuller, Mayor**

# CITY OF NEWTON

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**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #22-83**

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

**NEWTON NORTH HIGH SCHOOL TENNIS COURTS RESURFACING IMPROVEMENTS**

**Pre-Bid Meeting:** 10:00a.m., Thursday, May 12, 2022, 457 Walnut St., Newton (Not Mandatory)

**Bids will be received until:** 11:00 a.m., Thursday, May 19, 2022

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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.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.

Contract Specifications will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at the Purchasing Department after: 10:00 a.m., May 5, 2022. There will be no charge for contract documents.

**Work under this contract is to make improvements to ten tennis courts at Newton North High School and shall include all labor, supervision, materials, and equipment described within this project manual. No other charges will be accepted. All bids shall be submitted as one ORIGINAL and one COPY.**

Award will be made to the bidder with the lowest Total Contract Price that has been deemed qualified, responsible, and eligible.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check, 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 **Be advised that to the extent permitted by law the City will retain all bid deposits for withdrawn bids.**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.

Addenda's will be available online 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 email us a [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or fax the Purchasing Department (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any 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.

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](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive style with a prominent initial "N" and a stylized "R".

Nicholas Read  
*Chief Procurement Officer*  
May 5, 2022

**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 Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or visit the work site will not relieve any Bidder from any obligation under the 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](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, May 13th, 2022 at 12:00 noon**.
- 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.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids (IFB) where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding this IFB, outside of the Purchasing Department, once the IFB 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](mailto: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 #22-83**.

**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/purchasing](http://www.newtonma.gov/purchasing).

**ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS**

- 4.1 Bids shall be submitted on the "Bid Form #22-83," 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.
- Bid deposits of the three (3) lowest responsible, qualified, and eligible Bidders shall be retained until the execution and delivery of the Owner/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: **#22-83**
  - \* NAME OF PROJECT: **Newton North High School Tennis Court Resurfacing Improvements**
  - \* 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.
- 4.8 Bids shall be submitted with one **original** and one **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 (if any) 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 telegraphic request. Telegraphic 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 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is solicitation prices for a Base Bid (Items 1 through 8) and Add Alternate No. 1 (Item 9).<sup>2</sup> The City will award one (1) contract to the eligible and responsible Bidder offering the lowest Total Contract Price or the lowest Total Contract Price + Add Alternate No. 1, as the City shall elect. The City will award a contract within sixty days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive any 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 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.

### END OF SECTION

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<sup>2</sup> 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).

**CITY OF NEWTON  
FORM FOR GENERAL BID #22-83**

**NEWTON NORTH HIGH SCHOOL TENNIS COURT RESURFACING IMPROVEMENTS**

**TO THE AWARDING AUTHORITY:**

A. The undersigned proposes to furnish all labor and materials required for

**NEWTON NORTH TENNIS COURT RESURFACING IMPROVEMENTS**

in Newton, Massachusetts in accordance with the Item Sheets at pp. 19-21 below, as prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

C. Total Contract Price is:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(*"Total Contract Price" from Item Sheets p. 20.*)

Add Alternate No. 1 Price is:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(*"Add Alternate No. 1 Price" from Item Sheets p. 20.*)

**OPTIONAL:**

Labor charges (rates used for work outside the scope of work included in this project manual). The contractor is being asked to provide hourly rates for possible work not covered in the Item Sheets. Such hourly rates are not part of the Total Bid calculation.

2-man court repair crew \$ \_\_\_\_\_ per hour/per 2-man crew - Standard Rate\*

2-man court repair crew \$ \_\_\_\_\_ per hour/per 2-man crew – Premium Rate\*

COMPANY: \_\_\_\_\_

\* The definitions of "Standard Rate" and "Premium Rate" are set forth at p. 20 below.

D. 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

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

- A five percent (5%) bid deposit/bid guarantee.
- Bidder's Qualifications and References Form, 2 pages
- Manufacturer's Specifications for the crack repair system.
- Bidder's Item Sheets, 4 pages



- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS W-9 Form, 1 page
- ☐ Certificate of Tax Compliance, 1 page
- ☐ Certification of Foreign Corporation, (if applicable), 1 page
- ☐ Business Category Information Form, 1 page

**F.** 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 or payment 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 General Bidder)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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; and if an individual, give residential address if different from business address.

**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 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 FIVE (5) 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 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

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**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**

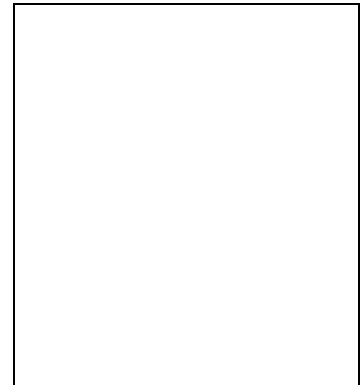
---

**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 # \_\_\_\_\_

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 below Federal Executive Order. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Company)  
(Address)  
(Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number																				
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OR																				
Employer identification number																				
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

**Business Category Information Form\***

**IFB No. 22-83**

**NNHS Tennis Court Resurfacing Improvements**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
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.

\_\_\_\_\_

By: \_\_\_\_\_

Date:

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder’s total bid price.

The Contractor is advised to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices. All Prices shall include the supply of material and installation costs (including all labor, materials, supervision, equipment, travel, etc.).

The estimated quantities (Est. Qty.) shown here are based solely upon a reasonable assessment of the project parameters. They are the City’s best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be those set forth in the Bidder’s Item Sheets.

Description	Est. Qty	Unit Cost	Total Cost
<p><b>ITEM 1: Remove nets, provide to Parks, Recreation &amp; Culture staff, and install new tennis nets</b></p> <p>THE SUM OF: _____ DOLLARS                      AND _____ CENTS</p> <p>(\$ _____) PER <b>EACH NET</b></p>	<b>10</b>	<b>EA NET</b>	\$ _____
<p><b>ITEM 2: Clean and prepare tennis court surface for crack repair</b></p> <p>THE SUM OF: _____ DOLLARS                      AND _____ CENTS</p> <p>(\$ _____) PER <b>SQUARE YARD</b></p>		<b>SY</b>	\$ _____
<p><b>ITEM 3: Install Riteway crack repair system at tennis courts</b></p> <p>THE SUM OF: _____ DOLLARS                      AND _____ CENTS</p> <p>(\$ _____) PER <b>SQUARE YARD</b></p>		<b>SY</b>	\$ _____
<p><b>ITEM 4: Fill and seal hairline cracks at tennis courts</b></p> <p>THE SUM OF: _____ DOLLARS                      AND _____ CENTS</p> <p>(\$ _____) PER <b>LINEAR FOOT</b></p>		<b>LF</b>	\$ _____
<p><b>ITEM 5: Supply and install Plexipave resurfacing materials</b></p> <p>THE SUM OF: _____ DOLLARS                      AND _____ CENTS</p> <p>(\$ _____) PER <b>SQUARE YARD</b></p>		<b>SY</b>	\$ _____

Description	Est. Qty	Unit Cost	Total Cost
<b>ITEM 6: Layout and line entire tennis court</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____)PER EA	<b>10</b>	<b>EA</b>	\$ _____
<b>ITEM 7: Sand and paint each tennis post, replace 10 tennis post cranks</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____)PER EA	<b>20</b>	<b>EA</b>	\$ _____
<b>ITEM 8: Remove and replace tennis net center strap and anchor pairs.</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____)PER Each set	<b>10</b>	<b>Sets</b>	\$ _____
<b>TOTAL CONTRACT PRICE</b>		\$ _____	
<b>ITEM 9: ADD ALTERNATE No.1. Remove and replace tennis net posts and post sleeves</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____)PER Each set of post and sleeve	<b>10</b>	<b>Sets</b>	\$ _____
<b>TOTAL ADD ALTERNATE NO. 1 PRICE</b>		\$ _____	

**Unit Prices here shall include all labor, supervision, equipment, materials, expenses, and travel costs. No other costs shall be incurred under this contract.**

*The Total Contract Price and Add Alternate No. 1 Price must be inserted in Paragraph "C" of the BID FORM.*

**-Continued On Next Page -**

- **Optional Pricing:**

**LABOR CHARGES.** Rates used for work outside the scope of work included in this Project Manual. The contractor is being asked to provide hourly rates<sup>3</sup> for possible work not covered in the Item Sheets. Such hourly rates are not part of the Total Bid calculation.

2-man court repair crew \$ \_\_\_\_\_ per hour/per 2-man crew - Standard Rate

2-man court repair crew \$ \_\_\_\_\_ per hour/per 2-man crew – Premium Rate

1. Standard Rate:

- a. The Contractor shall be compensated for such repairs outside of this scope of work relative to the repair/maintenance of courts within the City of Newton at the Standard Rate shown on the bid form.
- b. The Standard Rate shall apply to any repair/maintenance that does not meet the criteria for Premium Rate.

2. Premium Rate

- a. The Premium Rate shall apply to any work which the City requests the Contractor to commence between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on Saturday or Sunday, or any work which the City requires the Contractor to commence within 2 hours or less of notification.
- b. The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has **given prior authorization** to treat the work as a Premium Rate replacement.

**END OF SECTION**

---

<sup>3</sup> Hourly rates should be included in the Bid Form.

## **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 Two 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 consideration hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### **Newton North High School Tennis Court Resurfacing Improvements**

- 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 to Bid #22-83 issued by the Purchasing Department;
- c. The Project Manual for Newton North High School Tennis Court Resurfacing Improvements 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; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, 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 Purchase 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 Agreement **shall extend from the date of execution tor July 5, 2022 to July 29, 2022, or such later date as the parties may agree.**

- VI. AUTHORIZATION OF AND 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 and Recreation 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. INSURANCE REQUIREMENTS.** The Vendor shall provide insurance coverage as listed below. This insurance shall be provided at the Vendor'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.

COMMERCIAL GENERAL 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 insureds on the Vendor's Liability Policies.



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

**XIV. 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.

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

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 \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
*Chief Procurement Officer*  
Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_  
*Commissioner of Parks, Recreation and Culture*  
Date \_\_\_\_\_

Certified that additional funds are  
in the following accounts:  
\_\_\_\_\_

Approved as to Legal Form and  
Character

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

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 \_\_\_\_\_, 2022, 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, §39A, and M.G.L. c.149, §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 \_\_\_2022.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF NEWTON**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

**1.0 DEFINITIONS**

**1.1 THE CONTRACT DOCUMENTS**

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

**1.2 THE WORK**

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

**1.3 OWNER**

The term "Owner" is the City of Newton.

**1.4 CONTRACT OFFICER**

The terms "Contract Officer" or "Project Manager" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

**1.5 CONTRACTOR**

- 1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.
- 1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

**1.6 SUBSTANTIAL COMPLETION**

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

**2.0 CONTRACT ADMINISTRATION**

**2.1 PRE-CONSTRUCTION CONFERENCE**

- 2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.
- 2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

## **2.2 CONTRACT PERIOD**

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

## **2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK**

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

## **2.4 CHANGES**

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

## **2.5 PAYMENTS**

### **2.5.1 CONTRACT PRICE**

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **2.6 APPLICATIONS FOR PAYMENT**

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 15 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- i. Retention based on the value of its claims against the Contractor,
- ii. Retention of 5% of the approved amount of the Application for Payment.

## **2.7 FINAL PAYMENT**

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

## **2.8 GUARANTY AND WARRANTY**

### **2.8.1 WARRANTY**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## 2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

## 2.9 INSURANCE REQUIREMENTS

2.9.1 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, s. 34 and c.. 152 as amended.

### COMMERCIAL GENERAL 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

## 2.9.2 OWNER AS CO-INSURED

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

## 2.9.3 CERTIFICATES OF INSURANCE, POLICIES

- i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner 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.
- ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

## 2.9.4 CANCELLATION

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 Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

## **2.10 INDEMNIFICATION**

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

## **2.11 BONDS**

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

## **2.12 TERMINATION**

### **2.12.1 TERMINATION FOR CAUSE**

- i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
  - a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
  - b. A receiver has been appointed of the Contractor's property.
  - c. All or a part of the Work has been abandoned.
  - d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
  - e. The Owner has determined that the rate of progress required on the project is not being met.
  - f. The Contractor has substantially violated any provisions of this Contract.
- ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.
- iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

### **2.12.2 TERMINATION - NO FAULT**

- i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.
- ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

## **2.13 PERMITS, FEES, AND NOTICES**

- 2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

- 2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **2.14 SAFETY REQUIREMENTS**

- 2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

## **2.15 TEMPORARY HEATING**

Not required; do not install ANNUAL - FENCING & GATES INSTALLATION AND REPAIRS in any space which is not heated properly.

## **2.16 AVAILABILITY AND USE OF UTILITY SERVICES**

- 2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

## **2.17 DISPUTES**

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.
- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor files suit in a court of competent jurisdiction. Such appeal must be made within One hundred Twenty (120) days after receipt of the Contract Officer's decision.
- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

## **2.18 LIQUIDATED DAMAGES**

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$50.00 for each day of delay.



Completion dates are specified in the Contract for separate phases of the work, and the amount of liquidated damages shall be assessed on each and every phase which is delayed. In the context of this paragraph, "delay" means failure to provide NEWTON NORTH HIGH SCHOOL TENNIS COURT RESURFACING IMPROVEMENTS on the date required by Contractor, who is the Owner's Contractor. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

- 2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

### **3.0 SALES TAX EXEMPTION AND OTHER TAXES**

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

### **3.1 PROHIBITION AGAINST LIENS**

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

### **3.2 ORDER OF PRECEDENCE**

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between these General Conditions and the Supplementary Special Conditions, the Supplementary Special Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

### **3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

**END OF SECTION**

**SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON**

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# **SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS**

## **Article 1. METHOD OF PAYING SUBCONTRACTORS**

**(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)**

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority 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 general contractor, less any amount (i) retained by the awarding authority 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 general contractor in the sworn reply; provided, that the awarding authority 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 subparagraph (d). The awarding authority 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 subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general 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 general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general 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 general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

## **Article 2. METHOD OF PAYING GENERAL CONTRACTORS**

**(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)**

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding

authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

### **Article 3. CLAIMS FOR UNFORESEEN CONDITIONS**

**(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)**

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority 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 contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

### **Article 4. CLAIMS FOR DELAY**

**(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)**

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general 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 awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

## **Article 5. DECISIONS AND APPROVALS BY OWNER OR LANDSCAPE ARCHITECT**

**(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)**

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make 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 days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

## **Article 6. PREFERENCE IN EMPLOYMENT, WAGES**

**(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).**

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

## **Article 7. HOURS OF WORK**

**(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).**

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to

such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

**Article 8. WORK BY FOREIGN CORPORATIONS**

**(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).**

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

**END OF SECTION**

## SUPPLEMENTARY SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract. In the event of conflict or discrepancy between the General Conditions and these Supplementary Special Conditions, the provisions of the Supplementary Special Conditions shall govern.

### 1.0 SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

B. In addition, the work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

### 2.0 PROJECT LOCATION

A. The work referred to herein is located at various parks or schools within the City of Newton, County of Middlesex, Commonwealth of Massachusetts, as described in these specifications.

### 3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

A. In the event of Contractor's failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

### 4.0 PAYMENT

A. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for Work completed and accepted during the preceding month, less a retainage of 5% of the estimated total. The City will make final payment for completed Work, including any retained amounts, upon completion and acceptance of the Work and receipt of an Application for Payment at the end of the month in which the Work is completed and accepted.

### 5.0 COMMUNICATIONS

A. All notices, demands, requests, instructions, approvals and claims must be in writing.

B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.

C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

### 6.0 PLANS AND SPECIFICATIONS



- A. The City will furnish to the Contractor, without charge, all copies of the plans and specifications reasonably necessary in the performance of the contract work.

## 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

## 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. See Specifications for information regarding work hours and work days.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

## 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

## 10.0 GENERAL DIRECTIONS

- A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

- B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

- C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

- D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City.

This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each day's work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

#### 11.0 TEMPORARY UTILITIES

A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

#### 12.0 SUBMISSION OF PAYROLLS

A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

#### 13.0 DRAWINGS

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

#### 14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall 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 the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.

- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

#### 15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, 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.

**END OF SECTION**

## 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 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

**The Wage Schedule will be a separate document.**

# **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

# 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 on a 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:

## STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2022

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





## SPECIAL PROVISIONS

### SECTION 01110 - CONTROL OF WORK AND MATERIALS

#### GENERAL

##### SCOPE OF WORK:

Hauling, Handling and Storage of Materials  
Open Excavations  
Maintenance of Traffic  
Care and Protection of Property  
Maintenance of Flow  
Rejected Materials and Defective Work  
Sanitary Regulations  
Safety and Health Regulations  
Site Investigation  
Final Acceptance by Owner  
Warranty Period

#### PART - 1 MATERIALS – N/A

#### EXECUTION

##### HAULING, HANDLING AND STORAGE OF MATERIALS:

The Contractor shall, at their own expense, handle and haul all materials furnished by them and shall remove any of their surplus materials at the completion of the work.

The Contractor shall provide suitable and adequate storage for equipment and materials furnished by them that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.

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

The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

##### OPEN EXCAVATIONS:

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons, and damage to property. The Contractor shall, at their own expense, provide suitable and safe means for completely covering all open excavations if applicable.

##### MAINTENANCE OF TRAFFIC:

- A. Construction traffic and operations shall be conducted so that vehicular and pedestrian traffic may be safely maintained at all times.

The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Owner during construction.

The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.

Nothing contained herein shall be construed as relieving the Contractor of any of their responsibilities for protection of persons and property under the terms of the Contract.

#### CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at their expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Owner.

#### MAINTENANCE OF FLOW:

All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, they shall repair the same within the same day.

At the conclusion of the work and following approval by the Owner's representative, the Contractor shall remove all Erosion and Sedimentation controls as well as trapped sediments as described in Section 01740, CLEANING UP.

#### REJECTED MATERIALS AND DEFECTIVE WORK:

Materials furnished by the Contractor and condemned by the Owner as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor and shall not be made use of elsewhere in the work.

Any errors, defects, or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Owner.

The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or their employees, as determined by the Owner, occurring prior to the final payment.

#### SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Owner. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

#### SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." Contractors shall be familiar with the requirements of these regulations.

**SITE INVESTIGATION:**

The Contractor acknowledges that they have satisfied themselves as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor based on the information made available by the Owner.

**3.10 FINAL ACCEPTANCE BY OWNER:**

A. The Contractor acknowledges the Owners representative will conduct a "punch list" towards the end of the work of remaining scope of work items to be completed, revised, repaired, or repeated by the Contractor in order to achieve "Final Acceptance" by the Owner and to receive final payment for work performed by the Contractor. A date shall be provided by the Owner to the Contractor for the date of "Final Acceptance"

**3.11 WARRANTY PERIOD:**

The Contractor acknowledges all work performed including craftsmanship, materials, and products used in the Work, shall be warranted for a period of no less than one\*(1) year from the date of Final Acceptance provided by the Owner.

**END OF SECTION**

SECTION 01120 - SUBMITTALS

PART - 1 GENERAL

WORK INCLUDED:

The contractor shall provide the Owner with Submittals as required by the contract documents.

RELATED WORK:

All specification sections that require submittals.

PART - 2 MATERIALS

N/A

PART - 3 EXECUTION

GENERAL:

- A. The Contractor shall submit a schedule of shop drawing submittals as required, electronically.

ELECTRONIC SUBMITTALS:

In accordance with the accepted schedule, the Contractor shall submit promptly to the Owner by email electronic copy in Portable Document Format (PDF) of shop drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.

Each electronic copy of the shop drawing shall be accompanied by the Owner's standard transmittal form, included as Exhibit 1 of this section, on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, and Contractor.

The Contractor shall receive a shop drawing memorandum with the Owner's approval or comments via email.

SHOP DRAWINGS:

Shop drawings shall show the principal dimensions, weight, clearances, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.

The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop drawings so that there will be no delay in the work due to the absence of such drawings.

The Owner will review the shop drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.

**SAMPLES:**

Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Owner for independent inspection and testing, as applicable to the work.

The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop drawings unless the specifications call for a field submittal or mock-up.

- B. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

END OF SECTION

SECTION 01130 - DUST CONTROL

PART - 1 GENERAL

DESCRIPTION:

This section of the specification covers the control of dust via water. No calcium chloride shall be used for dust control for this project.

WORK INCLUDED

Under this Section, the Contractor shall furnish all labor, materials, equipment, and transportation required to complete Dust Control as designated by the Owner, or as specified herein, to complete all proposed work.

PART - 2 PRODUCTS:

WATER:

Water shall not be brackish and shall be free from oil, acid, and injurious alkali or vegetable matter. Potable water will be available at the Newton North High School building via a four-way silcock.

PART - 3 EXECUTION

APPLICATION:

Water may be sprinkler applied with equipment including a tank with gauge-equipped pressure pump and a nozzle-equipped spray bar if directed by the Owner.

Water shall be dispersed through the nozzle under a minimum pressure of 20 pounds per square inch, gauge pressure

END OF SECTION

## SECTION 01140 - ENVIRONMENTAL PROTECTION

### PART 1 - GENERAL

#### -DESCRIPTION:

The work covered by this section of the specifications consists of furnishing all labor, materials, tools, and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.

Prior to commencement of work, the Contractor shall meet with representatives of the Owner to develop mutual understandings relative to compliance of the environmental protection program.

#### RELATED WORK:

Section 01130, DUST CONTROL

#### SUBMITTALS:

The Contractor shall submit for approval six sets of details and literature fully describing environmental protection methods to be employed in carrying out construction activities.

### PART 2- PRODUCTS:

#### STRAW WATTLES:

Straw Wattles shall consist of a 100% biodegradable exterior jute or coir netting with 100% wheat straw interior filling or approved equal.

The wattles will be placed and staked in the ground using wooden stakes. The wooden stakes will be placed at a minimum depth of 24-inches into the ground.

### PART 3 - EXECUTION

#### NOTIFICATION AND STOPPAGE OF WORK:

The Owner will notify the Contractor in writing of any non-compliance with the provisions of the Order of Conditions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

#### AREA OF CONSTRUCTION ACTIVITY:

Insofar as possible, the Contractor shall confine their construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

#### PROTECTION OF WATER RESOURCES:

The Contractor shall not pollute the underground, perennial stream running under the property through a culvert with fuels, oils, bitumen, calcium chloride, acids, or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.

Special measures should be taken to insure against spillage of any pollutants into public waters, including on-site inputs to the culvert.

#### PROTECTING AND MINIMIZING EXPOSED AREAS:

The Contractor shall limit the area of land which is exposed and free from vegetation during construction. In areas where the period of exposure will be greater than two (2) months, temporary vegetation, mulching or other protective measures shall be provided as specified.

#### LOCATION OF STORAGE AREAS:

The location of the Contractor's storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared as a part of this project and shall require written approval of the Owner.

No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any drainage infrastructure to the culvert. Adequate measures for erosion and sediment control such as the placement of straw wattles around the downstream perimeter of stockpiles shall be employed to protect any downstream culvert input from siltation.

The Owner may designate a particular area or areas where the Contractor may store materials used in their operations.

#### PROTECTION OF LANDSCAPE:

The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Owner. Excavating machinery shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.

Branches, limbs, and roots shall not be cut except by permission of the Owner. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

Where, in the opinion of the Owner, trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or other operations, the Owner may require the Contractor to adequately protect such trees by placing boards, planks, poles or fencing around them. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor.

#### CLEARING NON-SOIL MATERIALS:

The Contractor shall clear non-soil materials only on the Owner's land or the Owner's easements, and only the area required for construction operations, as approved by the Owner.

#### DUST CONTROL:



During the progress of the work, the Contractor shall conduct their operations and maintain the area of their activities, including sweeping and sprinkling as necessary, to minimize creation and dispersion of dust.

#### STRAW WATTLES:

The wattles will be placed and staked in the ground using wooden stakes. The wooden stakes will be placed at a minimum depth of 24-inches into the ground. Straw Wattles shall be placed around all existing drains including on tennis court surface.

#### MEASUREMENT AND PAYMENT

STRAW WATTLE is to be measured and paid by LINEAR FOOT and shall include all labor, equipment, and incidentals necessary to complete the work as specified.

CLEARING NON-SOIL MATERIALS is to be measured and paid by CUBIC YARD and shall include all labor, equipment, and incidentals necessary to complete the work as specified.

END OF SECTION

## SECTION 01150 - CONSTRUCTION LAYOUT

### PART - 1 GENERAL

#### SCOPE OF WORK:

The work under this section shall consist of field staking the horizontal alignment of all essential features and proposed work, and other related features as shown on the plans.

### PART - 2 MATERIALS

N/A

### PART- 3 EXECUTION

#### 2.1 LAYOUT:

The Contractor shall be responsible for scheduling an on-site meeting with the Owner's Representative preliminary field verification of essential features and proposed work, and other related features as shown on the plans.

The Contractor shall inform the Owner's Representative when the general layout is completed and shall not begin work until the various alignments have been approved by the Owner. Any discrepancies encountered in field conditions shall be reported immediately and shall be adjusted as directed.

The Contractor shall be responsible for maintaining the correct horizontal alignment of all elements, which responsibility shall not be waived by the Owner's approval of basic layout and stakeout.

END OF SECTION

## SECTION 01160 - CLEANING UP

### PART - 1 GENERAL

#### 1.1 DESCRIPTION:

The Contractor must always employ during the progress of their work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Owner.

#### 1.2 RELATED WORK

Section 01110 CONTROL OF WORK AND MATERIALS

Section 01140 ENVIRONMENTAL PROTECTION

### PART - 2 PRODUCTS

N/A

### PART - 3 EXECUTION

#### 3.1 DAILY CLEANUP:

The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly, and professional appearance.

Upon written notification by the Owner, the Contractor shall within 24 hours clean up those areas, which in the Owner's opinion are in violation of this section and the above referenced sections of the specifications.

If in the opinion of the Owner, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

#### 3.2 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material, or debris shall be entirely removed and satisfactorily disposed of during progress of the work. Such ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

#### 3.3 REMOVAL OF TEMPORARY STRUCTURE AND EQUIPMENT:

On or before completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing, tear down and remove all temporary structures built by them; shall remove all temporary work, tools and machinery or other construction equipment furnished by them; shall remove all rubbish from any grounds which they have occupied; shall remove erosion controls used for trapping sediment; and shall leave all parts of the property and adjacent property affected by their operations in a neat and satisfactory condition.

#### 3.4 RESTORATION OF DAMAGED PROPERTY:

The Contractor shall restore or replace, when and as directed, any property damaged by their work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do, as required, all necessary work. Materials, equipment, and methods for such restoration shall be as approved by the Owner.

### 3.5 FINAL CLEANUP:

Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off the premises. Before acceptance, the Owner shall approve the condition of the site.

END OF SECTION

## SECTION 01170 – TENNIS COURT RESURFACING

### GENERAL

#### 1.01 GENERAL PROVISIONS:

This Section covers furnishing of all labor, materials, and equipment necessary to professionally resurface ten (10) tennis courts in locations shown on the graphic plan and/or as required by the Owner.

Project timeline court resurfacing must be completed with site cleaned and returned to play condition after prior to July 30, 2022.

#### A. DESCRIPTION OF WORK:

A. Coordinate with all other trades necessary affecting or affected by this work of this section. Cooperate with such trades to assure the steady progress of all work under the Contract.

#### 1.02 STANDARDS:

- A. Court dimensions to be in conformance with USTA standards for competition courts ( High School Level).
- B. At completion of work, no ponding of water will be allowed on tennis court surfaces.
- C. Contractor shall be a Certified Rite Way Installer.
- D. Contractor shall protect ALL OF WORK ZONE AND COMPLETED WORK through appropriate site signage, temporary construction fencing, and chains and locks on existing gates. Contractor takes full responsibility for the protection of the work site, completed work, and craftsmanship. If work site becomes damaged by unknown parties, Contractor shall make all necessary repairs at no additional cost to the Owner.

#### 1.03 SUBMITTALS:

- A. Submittals are required at project kick off meeting and in advance of first day of construction. This submittal shall include presentation of information( manufacturer's data sheets) on all materials proposed as well as the typical layer section of materials including acrylic binder, cushioned filler coats, finish coatings , colors, and line paints.
- B. The Owner shall have the right to reject materials that do not conform to the project specifications, and it shall be the Contractors responsibility to obtain conforming materials and proceed with the job with no effect on project schedule or price.

### PRODUCTS

#### 2.1 COURT PATCH BINDER AND CRACK REPAIR:

Court patch binder product shall be an asphalt - compatible. A 100% acrylic binder that is mixed with Portland cement and sand, to achieve a workable patching mix that results in a durable surface repair, by the same manufacture, or as recommended by the manufacturer, of the crack repair product used.

B. Clean and fill all cracks over 1/8” in width. Existing cracks shall be thoroughly cleaned with pressurized air or water, as stated above, all loose material removed, fully dried, and measured, and repaired in conformance with requirements herein. For all cracks over 3/8” in width, a compatible 4-layer flexible tape component system shall be used to provide a flat, durable base for the resurfacing materials and installed per RITEWAY Tru- Bounce Crack Repair manufacturers specifications as listed below in Section 3.1.

C. Aggregate Base: For cracks over 3/4” in width, an aggregate base of crushed gravel, three eighths inch (3/8”) minus sand, and conforming to City of Newton DPW specifications for asphalt paving base, shall be provided.

## 2.2 GAME SURFACING MATERIALS

A. Crack repair must be allowed to fully dry per manufacturer’s instructions prior to application of resurfacing materials.

The surfacing shall be a minimum four (4) coat (including asphalt sealer-resurfacer, minimum two filler coats, and Finish Coat) 100% acrylic latex-type system containing no asphalt or tar emulsions and no vinyls, alkyds, or non-acrylic resins:

1. “Plexipave System”, manufactured by California Products Corp., Cambridge, MA 02139.

B. No color finish system shall be approved as an equal which does not contain factory mixed compositions requiring the addition of water only, on the site. The materials shall be delivered to the site in sealed, properly labeled containers.

C. Colors for the surfacing have been selected from Latex-ite standard range of colors. If an alternate equal product is selected, the colors shall be the colors that are closest to the selected colors and shall be approved by the Owner at the kickoff meeting prior to installation. The filler coats shall have the same color as the final finish coat. The filler coats shall provide uniformity of texture and depth of color to provide a non-slippery and non-shining playing surface of uniform color for not less than three years of intensive use as a recreational surface.

1. In-Bounds: Dark Green

2. Out of Bounds: Tournament Green

D. Line Marking Paint: Line marking paint shall be 100% Acrylic Textured Line Marking Paint and Primer by the same manufacturer as the surface material and recommended by the manufacturer as compatible with the surface materials.

E. The manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun; from weather moisture, or from weather temperatures. The Contractor and the manufacture shall provide jointly such written assurances as are satisfactory to the Owner that their materials and applications will provide this performance. The resurfacing application shall result in a court surface with a Bounce of Medium Slow.

## EXECUTION

### 3.6 INSTALLATION OF RITEWAY CRACK REPAIR :

Installation of tennis court surfacing shall be strictly in accordance with manufacturer's instructions.

B. Contractor must notify the Owners Representative of all applications, 48 hours prior to installation.

C. Tennis courts shall be cleaned using a stiff bristle broom, battery operated blower, and water-based power pressure washer capable of generating 1000 psi at the nozzle tip to remove all soil, organic matter, and debris.

D. The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, soil, organic material, and other foreign matter before starting work.

E. Cracks over 1/8" must be filled from bottom to top with court patch binder or cement and let dry.

F. Filled cracks must be scraped or buffed flush with court and cleaned, brimmed, and blown.

G. Area to be repaired must be DRY and at 60 degrees Fahrenheit or higher.

H. First layer is to be centered over crack by removing a few inches of the release liner exposing the soft sealant apply to crack when centered, pull release liner to move along crack. If crack turns cut tape and butt up another piece and continue. Make sure there are no bubbles. If a bubble is found cut with razor knife and press out bubble. Roll with tape machine pressing firmly.

I. Apply Liquid Acrylic (NO Sand) and Latex Biding formula(NO Sand)(50/50) over tape with paint roller approximately 24" wide. Apply 20" stress mat centered over first layer making sure there are no wrinkles, etc. Using roller saturate stress mat with liquid acrylic, making sure there are no bubbles and roll smooth.

J. Apply bonding edge 1/2 on fabric 1/2 on court and roll-on Liquid Acrylic making sure there are no wrinkles or bubbles and let dry.

K. When dry, use 9" roller to apply binding formula over the Riteway Tape area of the repair, approximately 12" wide, let dry and repeat once more

L. When totally dry squeegee resurfacer with sand lengthwise over crack as this will fill voids where layers overlap and hide the repair. Minimum of two coats are recommended.

M. Final Surface Inspection: prior to application of a color finish system, the bituminous concrete base shall be flooded with water and allowed to drain. Any depressions thereupon holding water deeper than 1/8 in shall be patched and leveled in accordance with recommendations of the manufacturer of the surfacing material specified above. Existing expansion joints shall be removed and replaced in conformance with requirements herein.

N. Start of color surfacing application shall constitute acceptance by the Contractor of the bituminous concrete base surface to receive color surfacing.

O. Application of the color finish course shall occur only after the bituminous surface course is thoroughly dry. The color finish material shall be applied to the surface course areas in multiple applications in the selected and approved colors so as to form a true, uniform surface texture and color. Application work shall be performed by skilled mechanics in a workmanlike manner in accordance with the manufacturers standard printed instructions; however, no work shall be performed when rain is imminent or when the temperature is below 55 degrees F. Application shall proceed only if the surface is at least 50 degrees F and rising, and the surface temperature is not in excess of 140 degrees.

P. Application requires the use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegees of good quality and in good condition. Apply one (1) application of asphalt resurfacer-sealer at the rate of

.12 gallons per square yard( undiluted form). Mix resurfacer with potable water at the rate recommended/specified by the manufacturer. Allow material to cure at least twenty-four (24) hours prior to application of color coats. Apply multiple Filler Coats in accordance with the manufacturer's directions for a total minimum thickness of 1/16 in. The minimum number of filler coats shall be two (2). More coats shall be applied if the thickness requirement is not met. If the bituminous surface course is not covered to a uniform, even texture free of all porosity, another filler coat shall be applied to attain uniformity. The first coat shall be applied lengthwise on the bituminous concrete surface and the second coat shall be applied crosswise. Dilution rate shall not exceed 1 part water to 2 parts Filler Coat. The application rate of each Filler Coat shall be approximately 0.05 gallon/square yard.

Q. Color Coates : Apply acrylic color sealer in minimum three (3) applications (including Finish Coat) for a total of .15 gallons per square yard( undiluted form). Mix color sealer with 80-100 mesh silica sand and potable water at rates specified by the manufacturer. Court shall be thoroughly scraped between color sealer applications to remove ridges. Apply succeeding coat only after preceding coat has thoroughly dried (2-3 hours).

R. Each coat in this system must dry completely before next application. Between each coat, inspect entire surface. Any defects should be repaired. Scrape surface to remove any lumps, and broom or blow off all loose matter.

S. Prior to applying the Finish Coat, a final, careful inspection of the entire surface shall be made to remove any ridges, loose particles, or foreign particles.

T. Finish Coat shall be applied as directed by the manufacturer at a rate of not less than 0.05 gallons of material per square yard ( 40 gallons per 800 square yards) The application shall be made lengthwise on the bituminous concrete surface with a wide hair type push broom and shall produce a uniform color throughout when viewed from a distance of 25feet from any edge of the court at midday. Dilution rate shall not exceed 1 part water to 1 part finish coat. Colors shall be as indicated earlier in this section. Court bounce rate shall be as indicated as stated earlier in this section.

M. Game lines: Apply marking paint only after the color sealer has completely cured (two(2) to four(4) days depending on environmental conditions. Accurately locate and mark game lines by snapping chalk lines. Use soft soled shoes and kneepads to prevent surface indentation during marking and painting operations. Uneven line width and undulating or ragged line work shall be rejected.

### 3.7 FINAL INSPECTION AND ACCEPTANCE:

A. The Contractor shall, at their expense, have a manufacturer's representative inspect the work at completion of the installation. Any work found to be unsatisfactory shall be corrected at the Contractor's expense.

B. The Owner, at the Contractor's expense, reserves the right to have a manufacturer's representative inspect the installation process at any time during construction.

### MEASUREMENT AND PAYMENT

7.1 Games surfacing is to be measured and paid by square yard and shall include all labor, equipment, and incidentals necessary to complete the work as specified.

7.2 Court patch binder and crack repair is to be measured and paid by the linear foot of crack lines and shall include all labor, equipment, and incidentals necessary to complete the work as specified.

END OF SECTION



SECTION 01180 – TENNIS POSTS, NETS, CENTER STRAPS, AND STRAP ANCHORS

PART I - GENERAL

1.01 SCOPE

- A. The work of this Section consists of all work, materials, equipment, labor, transportation, facilities, and all operations and adjustments required for and related items as specified herein and includes, but is not limited to, the following:
  - 1. Sanding and painting twenty (20) existing tennis net posts ( Base Bid Item)
  - 2. Removing and replacing ten (10) existing tennis nets and center strap anchors, replacing broken hand cranks( Base Bid Item)
  - 3. Removing and replacing ten (10) tennis nets, (10) ten center straps with anchors, twenty (20)posts with cranks , twenty (20) post sleeves (Bid Alternate)

1.02 SUBMITTALS

- A. Contractor shall submit manufacturer’s specifications, cutsheets and/or any other relevant product literature for ALL products in this section with this Bid Form.

1.03 EXAMINATION OF EXISTING CONDITIONS

- A. The Contractor shall fully inform himself of existing conditions at the site before submitting his bid and shall be fully responsible for carrying out all work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.

PART II - PRODUCTS

2.01 SANDING AND PAINTING EXISTING POSTS, REPLACE (10)CRANKS ( Base Bid Item, See Bid Form)

- A. Sanding and painting existing posts: surfaces shall be hand or power tool cleaned and sanded to remove rust and contaminants. Paint: prime coat shall be Tnemec 50-330 Poly-Ura-Prime, or approved equal; finish coats (two) shall be Tnemec 73 Endura-Shield II, or approved equal. Color: dark green. The ten cranks shall be manufactured by Edwards and match existing model on site.

2.02 TENNIS NET, CENTER STRAPS, AND ANCHORS( Base Bid Item, also Alternate Bid Item, See Bid Form)

- A. Center strap #106-754 shall be manufactured by Har-Tru; [www.hartru.com](http://www.hartru.com); 1-877-442-7878.or approved equal.
- B. Center strap anchor shall be #106-755; all aluminum construction with stainless steel drive pin.
- C. Tennis Net shall be #105-711 “Courtmaster” manufactured by Har-Tru: [www.hartru.com](http://www.hartru.com): 1-877-442-7878.or approved equal. Tennis Nets shall be constructed of durable 3.5 mm braided black polyethylene netting with quadruple stitched polycanvas headband with vinyl coated steel cable. Bottoms and edges shall be synthetic taped, with grommeted side pockets and 5/8” fiberglass dowels. Top five rows shall be double mesh.

2.03 TENNIS NET POSTS, POST SLEEVES AND CENTER STRAPS (Alternate Bid Item, See Bid Form)

- A. Tennis net posts and sleeves shall be as manufactured by Har-Tru; [www.hartru.com](http://www.hartru.com); 1-877-442-7878, or approved equal.

1. Tennis posts shall be “Courtmaster Royale” model #100-244 as manufactured by Har-Tru Sports, of Charlottesville, VA(877-442-7878), or approved equal. Semi-Permanent tennis posts shall be 3” O.D. with internal wind. Post body is made of ASTM-1045 steel, coated inside and out with zinc with powder coated finish. Finish color shall be approved in the field by the Parks and Recreation Commissioner or their designee. Top pulley caps are brass; corrosion-resistant, self-locking internal wind assembly of stainless steel with matching removable handle. Post collars and sleeves shall match post body finish. Concrete for footings shall be 4000-psi minimum 28-day air-entrained concrete as specified under Section M4 of the “Standard Specification.”

#### 2.04 CRUSHED STONE:

- A. Refer to City of Newton Department of Public Works specifications for acceptable material.

### PART 3 - EXECUTION

#### 3.01 SANDING AND PAINTING EXISTING POSTS , CRANK REPLACEMENT

- A. Sanding and Painting existing posts: surfaces shall be hand or power tool cleaned to remove rust and contaminants. Post surfaces shall be dry when sanded and painted. Paint shall dry in between coats. Paint surface shall be approved by Owner. Replace broken hand cranks.

#### 3.02 TENNIS NET ,CENTER STRAPS, AND ANCHORS

- A. Remove and provide existing anchor, nets, and center straps to Owner.
- B. Locate and install new tennis nets, center straps, anchors,

#### 3.02 TENNIS NET ,CENTER STRAP, ANCHOR, POSTS, AND POST SLEEVES

- A. Remove existing nets, anchors, and center straps and provide to Owner. Dispose of post and post sleeves.
- B. Locate and install new tennis nets, anchors, posts, post sleeves, and center straps

#### 3.03 FINAL INSPECTION AND ACCEPTANCE:

- A. The Contractor shall, at their expense, have a manufacturer's representative inspect the work at completion of the installation. Any work found to be unsatisfactory shall be corrected at the Contractor's expense.
- B. The Owner, at the Contractor's expense, reserves the right to have a manufacturer's representative inspect the installation process at any time during construction.

## PART 4 - COMPENSATION

### 4.01 METHOD OF MEASUREMENT AND PAYMENT

- A. Base Bid Item including sand and paint existing tennis net posts shall be measured and paid at the contract unit price per pair.
- B. Base Bid Item including remove and replace tennis nets, center anchors, and center straps shall be measured and paid at the contract unit price per each.
- C. Alternate Base Bid Item including remove and replace tennis nets, posts, sleeves, and footings shall be measured and paid at the contract unit price per pair.
- D. All payments shall include full compensation for all labor, tools, equipment, and al incidental work necessary to complete the work under these items as directed by the Owner, and as specified.

END OF SECTION

# APPENDIX - A

**CITY OF NEWTON – PARKS & RECREATION DEPARTMENT**

**SERVICE CONTRACTOR’S WORK ORDER**

**CITY OF NEWTON – PARKS & RECREATION DEPARTMENT  
SERVICE CONTRACTOR’S WORK ORDER**

DATE \_\_\_\_\_ LOCATION: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ CONTROL # \_\_\_\_\_

JOB DESCRIPTION \_\_\_\_\_

Materials off the contract to be used		Unit of Measure	Unit Price	Total Cost
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
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LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
<b>All Work Orders must be approved by the Commissioner prior to commencement and all Work Orders must be approved for payment.</b>				

ESTIMATED COST FOR THIS PROJECT: \$ \_\_\_\_\_

# OF CONTRACTOR PERSONNEL \_\_\_\_\_ TOTAL MAN-HOURS EXPENDED \_\_\_\_\_

**I APPROVE / DENY THE ABOVE ESTIMATED COST (PLEASE CIRCLE ONE)**

\_\_\_\_\_  
Commissioner of Parks & Recreation Date

**ALL WORK FOR PROJECT HAS BEEN SATISFACTORILY COMPLETED**

\_\_\_\_\_  
Project Manager Date

- NOTE\*
- No work shall begin without the ESTIMATED COST being submitted, then approved by the Commissioner of Parks and Recreation or her designee.
  - A copy of this form must be attached to the original invoice in order for the Contractor to receive payment.

APPENDIX B

Newton High School Tennis Courts Location Map

