

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT
(M.G.L. Ch. 30, §39M)***

PROJECT MANUAL:

**PEDESTRIAN AND TRAFFIC CALMING IMPROVEMENTS AT
LANGLEY ROAD, WARREN STREET AND CHASE STREET**

INVITATION FOR BID #23-58

Bid Opening Date: January 19, 2023 at 10:30 a.m.

JANUARY 2023

Ruthanne Fuller, Mayor

**CITY OF NEWTON
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**PEDESTRIAN & TRAFFIC CALMING IMPROVEMENTS AT LANGLEY ROAD,
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**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT**

INVITATION FOR BID #23-58

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

**PEDESTRIAN AND TRAFFIC CALMING IMPROVEMENTS AT LANGLEY ROAD,
WARREN STREET AND CHASE STREET.**

Bids will be received until: **10:30 a.m. Thursday, January 19, 2023**
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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.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.

The work under this contract consists of all labor, materials, and equipment necessary to implement pedestrian and traffic calming improvements at the intersection of Langley Road, Warren Street and Chase Street. The work includes the construction of sidewalk bump-outs, areas of minor box widening, granite curb, sidewalk and curb ramp reconstruction, installation of rectangular rapid flashing beacons (RRFB), traffic signs, pavement marking application, and all other incidental work as shown on the plans, as described in the Contract Documents and as directed by the Engineer.

Documents relating to this Invitation for Bids (Contract Documents) will be available online at www.newtonma.gov/bids or pick up at the Purchasing Department after **10:00 a.m., January 5, 2023. Bids must be submitted as one original and two copies.**

Only contractors that have been prequalified by the Massachusetts Department of Transportation (MassDOT) are eligible to bid on this contract. MassDOT will provide a list of Prequalified Construction Contractors to the City of Newton. Bidders will be verified at time of Bid Opening.

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

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

The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

The start date is the date on which the Notice to Proceed is issued, which is anticipated to be April 1, 2023. Time for completion is prior to June 30, 2023.

All bids are subject to the provisions of M.G.L. c. 30, § 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. c. 149, § 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. Wages are paid to drivers for all “**on-site**” work.

This project is funded by the U.S. Department of Housing and Urban Development’s Community Development Block Grant (CDBG) funds. As a result, Davis-Bacon and Related Acts requirements set forth in Concerning Labor Standards and Prevailing Wage Requirements (Federal Wage Rates) will apply to this project and to the awarded bidder.

Federal Wage Rates and State Wage Rates are included in the bidding documents, **and the higher of the two will apply when calculating minimum rates for employees.**

Once you've downloaded this bid from the internet website (www.newtonma.gov/bids) I strongly suggest you email (purchasing@newtonma.gov) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

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 minor informalities in any or all bids or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

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

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
January 5, 2023

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specification (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder has visited the work sites (See "Limits of Work" at p. 100 below.) 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 sites 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 or via facsimile (617) 796-1227. The City will answer such requests if received by **Friday, January 13, 2023** 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 instruction.
- 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 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 an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released may be disqualified from the bidding 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 themselves known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, they 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 #23-58**.

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.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #23-58," attached
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the IFB. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Bid advised that to the extent permitted by law the City will retain all bid deposits for withdrawn bids.**

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

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

* GENERAL BID FOR: **#23-58**

* NAME OF PROJECT: **PEDESTRIAN AND TRAFFIC CALMING IMPROVEMENTS AT LANGLEY ROAD, WARRANT STREET AND CHASE STREET**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 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.

- 4.9 Price Adjustment Clauses Chapter 90 Funds

It is the intention of the City to include price adjustments in the award of this Contract. These price adjustments shall be for (1) **Fuel**, (2) **Liquid Asphalt** and (3) **Portland Cement** when such commodities have been determined to be integral components of the work.

For those commodities designated to be paid as a 'differential' item then the special provision shall provide for a price adjustment formula for the affected items. This adjustment shall be based on the difference between the **Base Price** and the **Period Price** which shall be evaluated on a **monthly** basis, but price adjustments shall only be made if the monthly cost change exceeds **+/- 5 per cent**. Subsequently each respective price adjustment shall be made as specified under each applicable and separate payment item.

IMPORTANT NOTE: Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City.

The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.

The City will refer to the MassDOT price adjustment tables¹ to establish the base price that will be used for the actual period price.

Price Adjustment Clauses – *to apply as follows:*

This Contract contains price adjustments for hot mix asphalt and Portland cement mixtures, diesel fuel, and gasoline. Price adjustments shall be made on a monthly basis when the monthly change from the Base Price is +/- 5 percent. Base prices for this contract shall be the period prices posted on the MassDOT website, <https://www.mass.gov/topics/highway-construction-resources> at the time of the bid. For reference the base prices are as follows: liquid asphalt \$665.00 per ton, Portland cement \$170.00 per ton, diesel fuel \$4.671 per gallon, and gasoline \$3.074 per gallon.

No price adjustment will be allowed beyond the completion date of the contract unless there is an approved extension of time by the City.

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 indicate by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

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

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for the items set forth in the Item Sheets at 100-108 below. It is the City's intent to award one contract to the responsive and eligible bidder offering the lowest Total Bid Price on Bid Form #23-58 attached. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City of Newton reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

¹ <https://www.mass.gov/service-details/2020-massdot-contract-price-adjustments>. Prices provided are those effective January 3, 2023.

- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

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

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

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

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #23-58

A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

PEDESTRIAN AND TRAFFIC CALMING IMPROVEMENTS AT LANGLEY ROAD, WARREN STREET AND CHASE STREET

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

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

C. The Contractor shall insert prices for each item in ink, in both words and figures:

(i) Total Bid Price for Pedestrian and Traffic Calming at Langley Road, Warren Street and Chase Street. from p. 108 below: \$ _____

_____ Dollars and \$ _____

(Total Bid Price shall be the sum of C from p.108)

COMPANY NAME: _____

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

- O Bidder's Qualifications and References Form, 2 pages
O Signed Bid Form, 2 pages
O Item Sheets, 9 pages
O Certificate of Non-Collusion, 1 page
O Certification of Tax Compliance, 1 page
O Certificate of Foreign Corporation (if applicable), 1 page
O Debarment Letter, 1 page
O IRS Form W-9, 1 page
O Business Category Information Form, 1 page
O A five percent (5%) bid deposit

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

Prompt Payment Discount _____% _____Days
Prompt Payment Discount _____% _____Days
Prompt Payment Discount _____% _____Days

F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a labor and materials payment bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the sum not less than 50% of the contract price, the premiums for which are to be paid by the 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. c.30, §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.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder’s goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date _____
_____ (Name of General Bidder)

BY: _____
_____ (Printed Name and Title of Signatory)

_____ (Business Address)

_____ (City, State Zip)

_____/_____
(Telephone) (FAX)

_____ (E-mail address)

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

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

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

Blank lines for listing current contracts.

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

Blank lines for answering question 6.

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

Blank lines for answering question 7.

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

Blank lines for listing vehicles/equipment.

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

PROJECT NAME: OWNER: CITY/STATE:

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

PROJECT NAME: OWNER: CITY/STATE:

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

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
or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Officer Name: _____

- * 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)

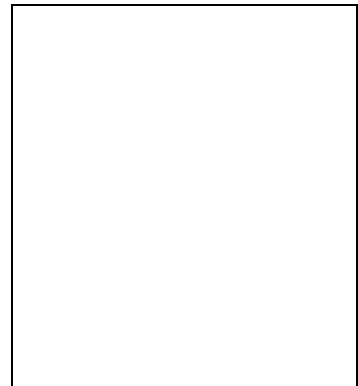
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ X Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Business Category Information Form*

IFB No. 23-58

PEDESTRIAN AND TRAFFIC CALMING IMPROVEMENTS AT LANGLEY ROAD, WARREN STREET AND CHASE STREET.

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

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

I do not wish to complete this form.

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

I certify that the foregoing information is true and correct.

By: _____

Date:

CONTRACT FORMS

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

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

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C - _____

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

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

ARTICLE 1. STATEMENT 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:

**PEDESTRIAN AND TRAFFIC CALMING IMPROVEMENTS AT LANGLEY ROAD,
WARREN STREET AND CHASE STREET**

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual. **The start date is the date on which the Notice to Proceed is issued, which is anticipated to be April 1, 2023. Time for completion is prior to June 30, 2023.**

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

\$

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #23-58 issued by the Purchasing Department;
- c. The Project Manual for: Pedestrian And Traffic Calming Improvements at Langley Road, Warren Street and Chase Street.
- d. 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;
- e. Addenda Number(s) _____;
- f. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- g. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- h. Duly authorized and executed Amendments, Change Orders or Shipping 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.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: _____

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

ARTICLE 7. 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.

SPACE INTENTIONALLY LEFT BLANK

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

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Title _____

Date _____

Date _____

By _____

Commissioner of Public Works

Date _____

Affix Corporate Seal Here

Certified that City funds are available in the following accounts:

CD23-CD2303C-15002023-586001 (\$90,500)

CD21-CD2103D-150020-21-586001(\$9,500)

01C40128-586005 (\$18,000)

0140180-554900 (\$37,000)

By _____

Associate City Solicitor

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

Date _____

By _____

Comptroller of Accounts

CONTRACT & BONDS ARE APPROVED

Date _____

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*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
- 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 _____, 2023 for the construction of _____ in Newton, Massachusetts.
(Project Title)

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

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___ day of _____ 2023.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City as specified on Work order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder 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 articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for 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 Seller, within a reasonable time, will at its 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.
8. The successful bidder shall comply with all applicable Federal, State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation for Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. 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 work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. 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. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, 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 Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know: Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. INSURANCE REQUIREMENTS

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

WORKER'S COMPENSATION

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

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 Contractor's Liability Policies.

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

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

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

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

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



CHARLES D. BAKER
Governor

RAEYNE E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIND ACOSTA
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Newton
Contract Number: IFB #23-58 **City/Town:** NEWTON
Description of Work: Pedestrian & Traffic Calming Improvements at Langley Road, Warren Street and Chase Street

Job Location: Langley, Warren & Chase

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Issue Date: 12/29/2022

Wage Request Number: 20221228-032

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$43.33	\$9.35	\$17.82	\$0.00	\$70.50
	06/01/2023	\$44.33	\$9.35	\$17.82	\$0.00	\$71.50
	12/01/2023	\$45.58	\$9.35	\$17.82	\$0.00	\$72.75
	06/01/2024	\$47.06	\$9.35	\$17.82	\$0.00	\$74.23
	12/01/2024	\$48.53	\$9.35	\$17.82	\$0.00	\$75.70
	06/01/2025	\$50.03	\$9.35	\$17.82	\$0.00	\$77.20
	12/01/2025	\$51.53	\$9.35	\$17.82	\$0.00	\$78.70
	06/01/2026	\$53.08	\$9.35	\$17.82	\$0.00	\$80.25
	12/01/2026	\$54.58	\$9.35	\$17.82	\$0.00	\$81.75
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2022	\$46.37	\$7.07	\$20.03	\$0.00	\$73.47
	01/01/2023	\$47.12	\$7.07	\$20.31	\$0.00	\$74.50
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2022

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-8 showing wage progression from \$30.14 to \$44.05.

Effective Date - 01/01/2023

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-8 showing wage progression from \$30.63 to \$44.76.

Notes:

Apprentice to Journeyworker Ratio:1:4

Main wage schedule table with 7 columns: Classification, Effective Date, Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) and BRICKLAYERS LOCAL 3 (NEWTON) from 08/01/2022 to 02/01/2027.

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2022

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

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.18	\$14.32	\$8.02	\$0.00	\$52.52
2	60	\$36.21	\$14.32	\$8.02	\$0.00	\$58.55
3	70	\$42.25	\$14.32	\$8.02	\$0.00	\$64.59
4	80	\$48.28	\$14.32	\$8.02	\$0.00	\$70.62
5	90	\$54.32	\$14.32	\$8.02	\$0.00	\$76.66

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Issue Date: 12/29/2022

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2022

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

Effective Date - 03/01/2023

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

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$31.01/ 3&4 \$48.64/ 5&6 \$57.24/ 7&8 \$63.54

Apprentice to Journeyworker Ratio:1:5

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

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2022

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

Effective Date - 04/01/2023

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

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

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEWTON)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 01/01/2020

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

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$54.68	\$14.25	\$16.05	\$0.00	\$84.98
	06/01/2023	\$55.95	\$14.25	\$16.05	\$0.00	\$86.25
	12/01/2023	\$57.23	\$14.25	\$16.05	\$0.00	\$87.53
	06/01/2024	\$58.55	\$14.25	\$16.05	\$0.00	\$88.85
	12/01/2024	\$60.03	\$14.25	\$16.05	\$0.00	\$90.33
	06/01/2025	\$61.36	\$14.25	\$16.05	\$0.00	\$91.66
	12/01/2025	\$62.83	\$14.25	\$16.05	\$0.00	\$93.13
	06/01/2026	\$64.16	\$14.25	\$16.05	\$0.00	\$94.46
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
2	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
3	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
4	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
5	50	\$29.38	\$13.00	\$16.12	\$0.00	\$58.50
6	55	\$32.32	\$13.00	\$16.60	\$0.00	\$61.92
7	60	\$35.26	\$13.00	\$17.07	\$0.00	\$65.33
8	65	\$38.19	\$13.00	\$17.55	\$0.00	\$68.74
9	70	\$41.13	\$13.00	\$18.01	\$0.00	\$72.14
10	75	\$44.07	\$13.00	\$18.49	\$0.00	\$75.56

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$24.17	\$13.00	\$0.73	\$0.00	\$37.90
2	40	\$24.17	\$13.00	\$0.73	\$0.00	\$37.90
3	45	\$27.19	\$13.00	\$15.67	\$0.00	\$55.86
4	45	\$27.19	\$13.00	\$15.67	\$0.00	\$55.86
5	50	\$30.22	\$13.00	\$16.15	\$0.00	\$59.37
6	55	\$33.24	\$13.00	\$16.63	\$0.00	\$62.87
7	60	\$36.26	\$13.00	\$17.10	\$0.00	\$66.36
8	65	\$39.28	\$13.00	\$17.58	\$0.00	\$69.86
9	70	\$42.30	\$13.00	\$18.05	\$0.00	\$73.35
10	75	\$45.32	\$13.00	\$18.53	\$0.00	\$76.85

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

Apprentice to Journeyworker Ratio:2:3***

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

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

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

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

Apprentice to Journeyworker Ratio:1:1

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

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

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

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/05/2022	\$48.67	\$14.25	\$16.05	\$0.00	\$78.97
	05/01/2023	\$49.91	\$14.25	\$16.05	\$0.00	\$80.21
	11/01/2023	\$51.15	\$14.25	\$16.05	\$0.00	\$81.45
	05/01/2024	\$52.39	\$14.25	\$16.05	\$0.00	\$82.69
	11/01/2024	\$53.68	\$14.25	\$16.05	\$0.00	\$83.98
	05/01/2025	\$55.12	\$14.25	\$16.05	\$0.00	\$85.42
	11/01/2025	\$56.41	\$14.25	\$16.05	\$0.00	\$86.71
	05/01/2026	\$57.85	\$14.25	\$16.05	\$0.00	\$88.15
	11/01/2026	\$59.14	\$14.25	\$16.05	\$0.00	\$89.44
	05/01/2027	\$60.57	\$14.25	\$16.05	\$0.00	\$90.87

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 12/29/2022

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2022	\$50.22	\$14.25	\$16.05	\$0.00	\$80.52
	05/01/2023	\$51.47	\$14.25	\$16.05	\$0.00	\$81.77
	11/01/2023	\$52.72	\$14.25	\$16.05	\$0.00	\$83.02
	05/01/2024	\$53.97	\$14.25	\$16.05	\$0.00	\$84.27
	11/01/2024	\$55.27	\$14.25	\$16.05	\$0.00	\$85.57
	05/01/2025	\$56.72	\$14.25	\$16.05	\$0.00	\$87.02
	11/01/2025	\$58.02	\$14.25	\$16.05	\$0.00	\$88.32
	05/01/2026	\$59.47	\$14.25	\$16.05	\$0.00	\$89.77
	11/01/2026	\$60.77	\$14.25	\$16.05	\$0.00	\$91.07
	05/01/2027	\$62.22	\$14.25	\$16.05	\$0.00	\$92.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2022	\$24.31	\$14.25	\$16.05	\$0.00	\$54.61
	05/01/2023	\$25.05	\$14.25	\$16.05	\$0.00	\$55.35
	11/01/2023	\$25.78	\$14.25	\$16.05	\$0.00	\$56.08
	05/01/2024	\$26.51	\$14.25	\$16.05	\$0.00	\$56.81
	11/01/2024	\$27.27	\$14.25	\$16.05	\$0.00	\$57.57
	05/01/2025	\$28.12	\$14.25	\$16.05	\$0.00	\$58.42
	11/01/2025	\$28.88	\$14.25	\$16.05	\$0.00	\$59.18
	05/01/2026	\$29.73	\$14.25	\$16.05	\$0.00	\$60.03
	11/01/2026	\$30.49	\$14.25	\$16.05	\$0.00	\$60.79
	05/01/2027	\$31.34	\$14.25	\$16.05	\$0.00	\$61.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$43.54	\$14.25	\$16.05	\$0.00	\$73.84
	06/01/2023	\$44.56	\$14.25	\$16.05	\$0.00	\$74.86
	12/01/2023	\$45.57	\$14.25	\$16.05	\$0.00	\$75.87
	06/01/2024	\$46.63	\$14.25	\$16.05	\$0.00	\$76.93
	12/01/2024	\$47.81	\$14.25	\$16.05	\$0.00	\$78.11
	06/01/2025	\$48.87	\$14.25	\$16.05	\$0.00	\$79.17
	12/01/2025	\$50.04	\$14.25	\$16.05	\$0.00	\$80.34
	06/01/2026	\$51.10	\$14.25	\$16.05	\$0.00	\$81.40
	12/01/2026	\$52.28	\$14.25	\$16.05	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$25.23	\$9.35	\$17.82	\$0.00	\$52.40
	06/01/2023	\$25.98	\$9.35	\$17.82	\$0.00	\$53.15
	12/01/2023	\$25.98	\$9.35	\$17.82	\$0.00	\$53.15
	06/01/2024	\$27.01	\$9.35	\$17.82	\$0.00	\$54.18
	12/01/2024	\$27.01	\$9.35	\$17.82	\$0.00	\$54.18
	06/01/2025	\$28.09	\$9.35	\$17.82	\$0.00	\$55.26
	12/01/2025	\$28.09	\$9.35	\$17.82	\$0.00	\$55.26
	06/01/2026	\$29.21	\$9.35	\$17.82	\$0.00	\$56.38
	12/01/2026	\$29.21	\$9.35	\$17.82	\$0.00	\$56.38
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

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

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

Apprentice to Journeyworker Ratio:1:1

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Effective Date - 01/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
For apprentice rates see "Apprentice- SHEET METAL WORKER"						

Issue Date: 12/29/2022

Wage Request Number: 20221228-032

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$43.33	\$9.35	\$17.82	\$0.00	\$70.50
	06/01/2023	\$44.33	\$9.35	\$17.82	\$0.00	\$71.50
	12/01/2023	\$45.58	\$9.35	\$17.82	\$0.00	\$72.75
	06/01/2024	\$47.06	\$9.35	\$17.82	\$0.00	\$74.23
	12/01/2024	\$48.53	\$9.35	\$17.82	\$0.00	\$75.70
	06/01/2025	\$50.03	\$9.35	\$17.82	\$0.00	\$77.20
	12/01/2025	\$51.53	\$9.35	\$17.82	\$0.00	\$78.70
	06/01/2026	\$53.08	\$9.35	\$17.82	\$0.00	\$80.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

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

Effective Date - 09/01/2022

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

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

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2022

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

Notes:

Apprentice to Journeyworker Ratio:1:4

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

For apprentice rates see "Apprentice- LABORER"

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

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2022

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

Effective Date - 02/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:3

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2022

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

Effective Date - 02/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	01/03/2022	\$45.52	\$8.58	\$21.57	\$0.00	\$75.67
	01/02/2023	\$47.27	\$8.58	\$21.57	\$0.00	\$77.42

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.04	\$8.58	\$5.72	\$0.00	\$39.34
2	65	\$29.59	\$8.58	\$17.93	\$0.00	\$56.10
3	75	\$34.14	\$8.58	\$18.98	\$0.00	\$61.70
4	85	\$38.69	\$8.58	\$20.01	\$0.00	\$67.28

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.00	\$8.58	\$5.72	\$0.00	\$40.30
2	65	\$30.73	\$8.58	\$17.93	\$0.00	\$57.24
3	75	\$35.45	\$8.58	\$18.98	\$0.00	\$63.01
4	85	\$40.18	\$8.58	\$20.01	\$0.00	\$68.77

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER LABORERS - ZONE 1	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2022	\$24.37	\$14.25	\$16.05	\$0.00	\$54.67
	06/01/2023	\$24.94	\$14.25	\$16.05	\$0.00	\$55.24
	12/01/2023	\$25.51	\$14.25	\$16.05	\$0.00	\$55.81
	06/01/2024	\$26.11	\$14.25	\$16.05	\$0.00	\$56.41
	12/01/2024	\$26.77	\$14.25	\$16.05	\$0.00	\$57.07
	06/01/2025	\$27.37	\$14.25	\$16.05	\$0.00	\$57.67
	12/01/2025	\$28.03	\$14.25	\$16.05	\$0.00	\$58.33
	06/01/2026	\$28.62	\$14.25	\$16.05	\$0.00	\$58.92
	12/01/2026	\$29.29	\$14.25	\$16.05	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2022	\$29.57	\$14.25	\$16.05	\$0.00	\$59.87
	06/01/2023	\$30.27	\$14.25	\$16.05	\$0.00	\$60.57
	12/01/2023	\$30.96	\$14.25	\$16.05	\$0.00	\$61.26
	06/01/2024	\$31.68	\$14.25	\$16.05	\$0.00	\$61.98
	12/01/2024	\$32.48	\$14.25	\$16.05	\$0.00	\$62.78
	06/01/2025	\$33.20	\$14.25	\$16.05	\$0.00	\$63.50
	12/01/2025	\$34.00	\$14.25	\$16.05	\$0.00	\$64.30
	06/01/2026	\$34.72	\$14.25	\$16.05	\$0.00	\$65.02
	12/01/2026	\$35.52	\$14.25	\$16.05	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter (Spray or Sandblast, New) *	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

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

Effective Date - 07/01/2022		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Effective Date - 01/01/2023		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter (Spray or Sandblast, Repaint)	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Effective Date - 01/01/2023

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Effective Date - 01/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Issue Date: 12/29/2022

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Effective Date - 01/01/2023

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.58	\$9.35	\$17.82	\$0.00	\$69.75
	06/01/2023	\$43.58	\$9.35	\$17.82	\$0.00	\$70.75
	12/01/2023	\$44.83	\$9.35	\$17.82	\$0.00	\$72.00
	06/01/2024	\$46.31	\$9.35	\$17.82	\$0.00	\$73.48
	12/01/2024	\$47.78	\$9.35	\$17.82	\$0.00	\$74.95
	06/01/2025	\$49.28	\$9.35	\$17.82	\$0.00	\$76.45
	12/01/2025	\$50.78	\$9.35	\$17.82	\$0.00	\$77.95
	06/01/2026	\$52.33	\$9.35	\$17.82	\$0.00	\$79.50
	12/01/2026	\$53.83	\$9.35	\$17.82	\$0.00	\$81.00

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

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
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Issue Date: 12/29/2022

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

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

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

PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2021

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

Notes:
 ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
 Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)
 Apprentice to Journeyworker Ratio:**

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

For apprentice rates see "Apprentice- LABORER"

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

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

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/04/2022

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

Effective Date - 02/26/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:**

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

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

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

For apprentice rates see "Apprentice- LABORER"

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

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

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Rosenfeld (Walpole)</i>	05/01/2022	\$25.75	\$11.96	\$8.00	\$0.00	\$45.71
	01/01/2023	\$25.75	\$12.46	\$8.00	\$0.00	\$46.21
	05/01/2023	\$26.40	\$12.46	\$8.00	\$0.00	\$46.86
	01/01/2024	\$26.40	\$12.96	\$8.00	\$0.00	\$47.36
	05/01/2024	\$27.00	\$12.96	\$8.00	\$0.00	\$47.96
	01/01/2025	\$27.00	\$13.46	\$8.00	\$0.00	\$48.46
	05/01/2025	\$27.60	\$13.46	\$8.25	\$0.00	\$49.31
	01/01/2026	\$27.60	\$13.96	\$8.25	\$0.00	\$49.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2022	\$48.53	\$12.28	\$19.45	\$0.00	\$80.26
	02/01/2023	\$49.78	\$12.28	\$19.45	\$0.00	\$81.51
	08/01/2023	\$51.28	\$12.28	\$19.45	\$0.00	\$83.01
	02/01/2024	\$52.53	\$12.28	\$19.45	\$0.00	\$84.26
	08/01/2024	\$54.03	\$12.28	\$19.45	\$0.00	\$85.76
	02/01/2025	\$55.28	\$12.28	\$19.45	\$0.00	\$87.01
	08/01/2025	\$56.78	\$12.28	\$19.45	\$0.00	\$88.51
	02/01/2026	\$58.03	\$12.28	\$19.45	\$0.00	\$89.76

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2022

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

Effective Date - 02/01/2023

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

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

Apprentice to Journeyworker Ratio: **

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

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
SHEETMETAL WORKERS LOCAL 17 - A						

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 10/01/2022

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

Effective Date - 03/01/2023

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

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
2	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
3	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
4	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
5	55	\$25.53	\$13.00	\$15.51	\$0.00	\$54.04
6	60	\$27.85	\$13.00	\$15.88	\$0.00	\$56.73
7	65	\$30.17	\$13.00	\$16.26	\$0.00	\$59.43
8	70	\$32.49	\$13.00	\$16.62	\$0.00	\$62.11
9	75	\$34.82	\$13.00	\$17.00	\$0.00	\$64.82
10	80	\$37.14	\$13.00	\$17.37	\$0.00	\$67.51

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.75	\$13.00	\$0.65	\$0.00	\$35.40
2	45	\$21.75	\$13.00	\$0.65	\$0.00	\$35.40
3	50	\$24.17	\$13.00	\$15.20	\$0.00	\$52.37
4	50	\$24.17	\$13.00	\$15.20	\$0.00	\$52.37
5	55	\$26.59	\$13.00	\$15.58	\$0.00	\$55.17
6	60	\$29.00	\$13.00	\$15.96	\$0.00	\$57.96
7	65	\$31.42	\$13.00	\$16.34	\$0.00	\$60.76
8	70	\$33.84	\$13.00	\$16.73	\$0.00	\$63.57
9	75	\$36.26	\$13.00	\$17.11	\$0.00	\$66.37
10	80	\$38.67	\$13.00	\$17.48	\$0.00	\$69.15

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2022	\$58.09	\$11.49	\$22.34	\$0.00	\$91.92
	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.05	\$11.49	\$22.34	\$0.00	\$62.88
2	60	\$34.85	\$11.49	\$22.34	\$0.00	\$68.68
3	70	\$40.66	\$11.49	\$22.34	\$0.00	\$74.49
4	80	\$46.47	\$11.49	\$22.34	\$0.00	\$80.30
5	90	\$52.28	\$11.49	\$22.34	\$0.00	\$86.11

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$54.81	\$9.35	\$18.42	\$0.00	\$82.58
	06/01/2023	\$55.81	\$9.35	\$18.42	\$0.00	\$83.58
	12/01/2023	\$57.06	\$9.35	\$18.42	\$0.00	\$84.83
	06/01/2024	\$58.54	\$9.35	\$18.42	\$0.00	\$86.31
	12/01/2024	\$60.01	\$9.35	\$18.42	\$0.00	\$87.78
	06/01/2025	\$61.51	\$9.35	\$18.42	\$0.00	\$89.28
	12/01/2025	\$63.01	\$9.35	\$18.42	\$0.00	\$90.78
	06/01/2026	\$64.56	\$9.35	\$18.42	\$0.00	\$92.33
	12/01/2026	\$66.06	\$9.35	\$18.42	\$0.00	\$93.83
	For apprentice rates see "Apprentice- LABORER"					
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$56.81	\$9.35	\$18.42	\$0.00	\$84.58
	06/01/2023	\$57.81	\$9.35	\$18.42	\$0.00	\$85.58
	12/01/2023	\$59.06	\$9.35	\$18.42	\$0.00	\$86.83
	06/01/2024	\$60.54	\$9.35	\$18.42	\$0.00	\$88.31
	12/01/2024	\$62.01	\$9.35	\$18.42	\$0.00	\$89.78
	06/01/2025	\$63.51	\$9.35	\$18.42	\$0.00	\$91.28
	12/01/2025	\$65.01	\$9.35	\$18.42	\$0.00	\$92.78
	06/01/2026	\$66.56	\$9.35	\$18.42	\$0.00	\$94.33
	12/01/2026	\$68.06	\$9.35	\$18.42	\$0.00	\$95.83
	For apprentice rates see "Apprentice- LABORER"					
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$46.88	\$9.35	\$18.42	\$0.00	\$74.65
	06/01/2023	\$47.88	\$9.35	\$18.42	\$0.00	\$75.65
	12/01/2023	\$49.13	\$9.35	\$18.42	\$0.00	\$76.90
	06/01/2024	\$50.61	\$9.35	\$18.42	\$0.00	\$78.38
	12/01/2024	\$52.08	\$9.35	\$18.42	\$0.00	\$79.85
	06/01/2025	\$53.58	\$9.35	\$18.42	\$0.00	\$81.35
	12/01/2025	\$55.08	\$9.35	\$18.42	\$0.00	\$82.85
	06/01/2026	\$56.63	\$9.35	\$18.42	\$0.00	\$84.40
	12/01/2026	\$58.13	\$9.35	\$18.42	\$0.00	\$85.90
	For apprentice rates see "Apprentice- LABORER"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$48.88	\$9.35	\$18.42	\$0.00	\$76.65
	06/01/2023	\$49.88	\$9.35	\$18.42	\$0.00	\$77.65
	12/01/2023	\$51.13	\$9.35	\$18.42	\$0.00	\$78.90
	06/01/2024	\$52.61	\$9.35	\$18.42	\$0.00	\$80.38
	12/01/2024	\$54.08	\$9.35	\$18.42	\$0.00	\$81.85
	06/01/2025	\$55.58	\$9.35	\$18.42	\$0.00	\$83.35
	12/01/2025	\$57.08	\$9.35	\$18.42	\$0.00	\$84.85
	06/01/2026	\$58.63	\$9.35	\$18.42	\$0.00	\$86.40
	12/01/2026	\$60.13	\$9.35	\$18.42	\$0.00	\$87.90
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2022	\$42.83	\$9.35	\$17.82	\$0.00	\$70.00
	06/01/2023	\$43.83	\$9.35	\$17.82	\$0.00	\$71.00
	12/01/2023	\$45.08	\$9.35	\$17.82	\$0.00	\$72.25
	06/01/2024	\$46.56	\$9.35	\$17.82	\$0.00	\$73.73
	12/01/2024	\$48.03	\$9.35	\$17.82	\$0.00	\$75.20
	06/01/2025	\$49.53	\$9.35	\$17.82	\$0.00	\$76.70
	12/01/2025	\$51.03	\$9.35	\$17.82	\$0.00	\$78.20
	06/01/2026	\$52.58	\$9.35	\$17.82	\$0.00	\$79.75
	12/01/2026	\$54.08	\$9.35	\$17.82	\$0.00	\$81.25
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

CITY OF NEWTON FFATA REPORT

A. SUB-RECIPIENT/CONTRACTOR INFORMATION

Name of CDBG Sub-recipient or Contractor: _____

Name of Project/Activity: _____

Data Universal Number System (DUNS) Number: _____

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.

B. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR

Question 1(a): In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; **and** (2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

YES _____ NO _____

Question 1(b): Does the public have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES _____ NO _____

If the answers to question #1(a) and #1(b) are both yes, proceed to question #2. If the answers to question #1(a) and #1(b) are no, proceed to Section C of this form.

Question 2: List the names and total compensation of the five most highly compensated officers of the entity:

OFFICER	NAME	COMPENSATION
OFFICER 1		
OFFICER 2		
OFFICER 3		
OFFICER 4		
OFFICER 5		

**DATA COLLECTION FORM for
FEDERALLY-FUNDED CONTRACTS
(for projects & contracts \$10,000 and over)**

PROJECT:	
CONTRACTOR NAME:	
<i>(check one)</i>	<input type="checkbox"/> General Contractor/Prime Contractor <input type="checkbox"/> Subcontractor
ADDRESS:	
CITY, STATE, ZIP:	
PHONE:	
FAX:	
CONTACT PERSON:	
FEDERAL ID:	
CONTRACT/SUBCONTRACT AMOUNT:	

Please complete the following questions.

1. Please indicate the racial/ethnic code of the majority of the owners of the contractor business (check one):
 - White Americans
 - Black Americans
 - Native Americans
 - Hispanic Americans
 - Asian/Pacific Americans
 - Hasidic Jews

2. Is the business Woman-Owned:
 - Yes
 - No

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE
DATE

FOR DEPARTMENTAL USE ONLY

Trade Code: <i>(circle)</i>	New Construction	Education/Training	Other
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Revised 1.20.11

DAVIS BACON WAGES

"General Decision Number: MA20220008 11/18/2022

Superseded General Decision Number: MA20210008

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

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

HEAVY AND MARINE CONTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	03/04/2022
3	04/22/2022

4	07/08/2022
5	08/05/2022
6	09/02/2022
7	10/07/2022
8	11/18/2022

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRMA0001-011 08/01/2020

FOXBORO CHAPTER

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

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 53.16	34.95

BRMA0001-012 08/01/2020

LOWELL CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 53.16	34.95

BRMA0001-013 08/01/2020

LOWELL CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 53.16	34.95

BRMA0003-001 02/01/2021

	Rates	Fringes
Marble & Tile Finisher.....	\$ 42.57	32.00
Marble, Tile & Terrazzo Workers.....	\$ 54.69	33.80
TERRAZZO FINISHER.....	\$ 55.77	34.47

BRMA0003-003 02/01/2021

BOSTON CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 55.75	35.85

BRMA0003-011 02/01/2021

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem,

Saugus, Swampscott, Topsfield, Wakefield, Wenham, West
 Newbury); and MIDDLESEX (North Reading, Reading, Wakefield)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 55.75	35.85

 BRMA0003-012 02/01/2021

	Rates	Fringes
BRICKLAYER		
WALTHAM CHAPTER -		
MIDDLESEX (Belmont,		
Burlington, Concord,		
Lexington, Lincoln,		
Stoneham, Sudbury,		
Waltham, Watertown,		
Wayland, Weston,		
Winchester, Woburn).....		
	\$ 55.75	35.85

 BRMA0003-014 02/01/2021

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

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 55.75	35.85

 BRMA0003-025 02/01/2021

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

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 55.75	35.85

 BRMA0003-033 02/01/2021

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

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 55.75	35.85

 CARP0056-001 08/01/2022

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 52.15	34.10

 CARP0056-002 08/01/2022

The areas of BARNSTABLE, BRISTOL, PLYMOUTH, and NORFOLK
 COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of
 Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 48.34	34.10

 CARP0056-003 08/01/2022

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE
 Boston Beltway (I-495)

	Rates	Fringes
PILED RIVERMAN.....	\$ 45.74	34.10

CARP0056-004 08/01/2022		
	Rates	Fringes
DIVER TENDER.....	\$ 52.15	34.10
DIVER.....	\$ 68.70	35.57

CARP0327-002 03/01/2022		
MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); AND SUFFOLK COUNTIES		
	Rates	Fringes
CARPENTER.....	\$ 53.87	29.62

CARP0339-002 03/01/2022		
BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Braintree, Canton, Cohasset, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham) COUNTIES		
	Rates	Fringes
CARPENTER.....	\$ 44.53	29.52

CARP0346-001 09/01/2021		
NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH (Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke Rockland, Scituate)		
	Rates	Fringes
CARPENTER.....	\$ 44.18	29.27

CARP0624-002 09/01/2017		
DUKES; NANTUCKET		
	Rates	Fringes
CARPENTER.....	\$ 46.43	28.35

CARP0624-006 09/01/2017		
BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); NORFOLK (Avon, Holbrook, Randolph, Stoughton); PLYMOUTH (Bridgewater, Kingston, Lakeville, Middleboro, Plymouth, S. Hanover, Whitman)		
	Rates	Fringes
CARPENTER.....	\$ 39.28	27.90

CARP1121-001 01/03/2022		
SUFFOLK COUNTY		
	Rates	Fringes
MILLWRIGHT.....	\$ 45.20	28.05

CARP1121-005 01/03/2022		
BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET, NORFOLK and PLYMOUTH COUNTIES		
	Rates	Fringes
MILLWRIGHT.....	\$ 40.35	28.05

ELEC0096-001 09/04/2022		
MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton,		

Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.59	30.92
Teledata System Installer.....	\$ 34.19	29.33

ELEC0099-001 06/01/2021

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 43.61	54.71%
Teledata System Installer.....	\$ 31.21	13.1%+14.93

ELEC0103-002 09/01/2022

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable Littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
ELECTRICIAN.....	\$ 58.28	35.47

ELEC0103-004 09/01/2022

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 58.28	35.47

ELEC0103-005 09/01/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 58.28	35.47

ELEC0104-001 08/29/2022

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 53.06	28.49+A
Equipment Operator.....	\$ 45.10	25.20+A
Groundman.....	\$ 29.18	12.10+A
Lineman.....	\$ 53.06	28.49+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-002 09/01/2022

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull)

Twps); NORFOLK (Avon, Halbrook, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 46.35	31.18%+14.50

ENGI0004-009 12/01/2021

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 51.38	30.10
Group 2.....	\$ 50.83	30.10
Group 3.....	\$ 33.69	30.10
Group 4.....	\$ 41.76	30.10
Group 5.....	\$ 23.48	30.10
Group 6.....	\$ 28.44	30.10

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft.	+2.18
Over 185 ft.	+3.84
Over 210 ft.	+5.39
Over 250 ft.	+8.16
Over 295 ft.	+11.29
Over 350 ft.	+13.14

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day
 POWER EQUIPMENT OPERATORS CLASSIFICATIONS [HEAVY CONSTRUCTION]

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

GROUP 4: Assistant engineer (fireman)
 GROUP 5: Oiler (other than truck cranes and gradalls)
 GROUP 6: Oiler (on truck cranes and gradalls)

IRON0007-001 03/16/2022

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester, Lynn, Lynnfield, Manchester, Marblehead, Nahant, Rockport, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont,

Burlington, Cambridge, Carlisle, Concord, Dunstable, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); PLYMOUTH (Abington, Bridgewater, Brocton, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater, Whitman); SUFFOLK AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Acton, Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
IRONWORKER		
AREA 1.....	\$ 50.60	34.81
AREA 2.....	\$ 46.19	39.20

 IRON0007-010 09/16/2021
 MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 49.83	34.81

 IRON0037-002 03/16/2021
 BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

	Rates	Fringes
IRONWORKER.....	\$ 37.87	30.13

 LABO0022-006 12/01/2021
 SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 41.18	27.52
GROUP 2.....	\$ 41.43	27.52
GROUP 3.....	\$ 41.93	27.52
GROUP 4.....	\$ 42.18	27.52
GROUP 5.....	\$ 24.50	27.52
GROUP 6.....	\$ 43.18	27.52

LABORERS CLASSIFICATIONS
 GROUP 1: Laborers; carpenter tenders; cement finisher tenders
 GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill

operator; pneumatic tool operator; wagon drill operator
 GROUP 3: Air track operator; block paver; rammer; curb
 setter
 GROUP 4: Blaster; powderman
 GROUP 5: Flagger
 GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste
 Laborers

 LABO0022-012 12/01/2021
 Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET;
 PLYMOUTH; MIDDLESEX (With the exception of Arlington, Belmont,
 Burlington, Cambridge, Everett, Malden, Melrose, Reading,
 Somerville, Stoneham, Wakefield, Winchester, Winthrop and
 Woburn); NORFOLK (With the exception of Brookline, Dedham, and
 Milton)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59
GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 24.50	26.59
GROUP 6.....	\$ 37.41	26.59

LABORERS CLASSIFICATIONS
 GROUP 1: Laborers; carpenter tenders; cement finisher
 tenders
 GROUP 2: Asphalt raker; fence and guard rail erector; laser
 beam operator; mason tender; pipelayer; pneumatic drill
 operator; pneumatic tool operator; wagon drill operator
 GROUP 3: Air track operator; block paver; rammer; curb
 setter; hydraulic & similar self-power drills
 GROUP 4: Blaster; powderman
 GROUP 5: Flagger
 GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste
 Laborers

	Rates	Fringes
Laborers:		
(FREE AIR OPERATION):		
SHIELD DRIVEN AND LINER		
PLATE IN FREE AIR)		
GROUP 1.....	\$ 45.48	28.02
GROUP 2.....	\$ 45.48	28.02
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		
TEST BORING & WELL DRILLING		
Driller.....	\$ 42.58	27.67
Laborer.....	\$ 41.18	27.67
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		
OPEN AIR CASSON,		
UNDERPINNING WORK & BORING		
CREW		

Bottom man.....	\$ 42.33	27.67
Laborers; Top man.....	\$ 41.18	27.67
(TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR)		
GROUP 1.....	\$ 42.93	28.02
GROUP 2.....	\$ 53.41	28.02
GROUP 3.....	\$ 53.41	28.02
GROUP 4.....	\$ 53.41	28.02
GROUP 5.....	\$ 53.41	28.02
GROUP 6.....	\$ 55.41	28.02
CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)		
GROUP 1.....	\$ 45.48	28.02
GROUP 2.....	\$ 45.48	28.02
ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 42.93	28.02
GROUP 2.....	\$ 45.48	28.02
GROUP 3.....	\$ 45.48	28.02
GROUP 4.....	\$ 45.48	28.02
GROUP 5.....	\$ 47.48	28.02

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

- GROUP 1: Powder watchman; Top man on iron bolt; change house attendant
- GROUP 2: Brakeman; trackman; groutman; tunnel laborer; outside lock tender; lock tender; gauge tender
- GROUP 3: Motorman, miner
- GROUP 4: Blaster
- GROUP 5: Mucking machine operator
- GROUP 6: Hazardous Waste work within the ""HOT"" zone. (A premium of two dollars \$2.00 per hour over the basic wage rate.

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

- GROUP 1: Miner; miner welder; conveyor operator; motorman; mucking machine operator; nozzle man; grout man-; pumps, shaft and tunnel steel and rodman; shield and erector arm operators, mole nipper, outside motorman, burner, TBM operator, safety miner; laborer topside; heading motormen; erecting operators; top signal men
- GROUP 2: Brakeman; trackman

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

- GROUP 1: Concrete workers; strippers and form movers (wood & steel), cement finisher
- GROUP 2: Form erector (wood & steel and all accessories)

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

- GROUP 1: Change house attendants
- GROUP 2: Laborers, topside, bottom men (when heading is 50 ft. from shaft) and all other laborers
- GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

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

FOOTNOTE FOR LABORERS:

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

LABO1421-001 12/01/2021

WRECKING LABORERS:

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 41.33	27.37
Group 2.....	\$ 42.08	27.37
Group 3.....	\$ 42.33	27.37
Group 4.....	\$ 37.33	27.37
Group 5.....	\$ 40.43	27.37
Group 6.....	\$ 41.33	27.37
Group 1: Adzeman, Wrecking Laborer.		
Group 2: Burners, Jackhammers.		
Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic ""Brock"" Type Hammer Operators, Concrete Cutting Saws.		
Group 4: Yardman (Salvage Yard Only).		
Group 5: Yardman, Burners, Sawyers.		
Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.		

PAIN0035-001 07/01/2019

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

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Bridge.....	\$ 50.36	30.25
Brush, Taper.....	\$ 39.86	30.25
Spray, Sandblast.....	\$ 41.26	30.25
REPAINT:		
Bridge.....	\$ 50.66	30.90
Brush, Taper.....	\$ 37.92	30.25
Spray, Sandblast.....	\$ 39.32	30.25

PAIN0035-015 07/01/2019

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

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 45.65	30.25
Spray, Sandblast.....	\$ 47.05	30.25
REPAINT:		
Bridge.....	\$ 50.66	30.90
Brush, Taper.....	\$ 43.71	30.25
Spray, Sandblast.....	\$ 45.11	30.25

PLAS0534-001 01/01/2020

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 43.00	37.66

PLUM0004-001 09/01/2022
MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 50.50	27.67

PLUM0012-001 02/27/2022
ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
Middleton, Newbury, Newburyport, North Andover, Peabody,
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
Newbury)

	Rates	Fringes
PLUMBER.....	\$ 63.39	30.83

PLUM0012-003 02/27/2022
ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
Middleton, Newbury, Newburyport, North Andover, Peabody,
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
Newbury)

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 63.39	30.83

PLUM0012-006 02/27/2022
ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott);
MIDDLESEX (Acton, Arlington, Ashland, Ayer - except W. of
Greenville Branch of Boston & Maine RR, Bedford, Belmont,
Billerica, Boxboro, Burlington, Cambridge, Carlisle,
Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,
Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton,
Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,
Newton, North Reading, Pepperell, Reading, Sherborn,
Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro,
Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington,
Winchester, Woburn); NORFOLK (Bellingham, Braintree,
Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin,
Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood,
Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood,
Weymouth, Wrentham); PLYMOUTH (Hingham, Hull, Scituate);
SUFFOLK

	Rates	Fringes
PLUMBER.....	\$ 63.39	30.83

PLUM0051-005 09/01/2018
BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook,
Randolph, Stoughton) PLYMOUTH (Remainder of County)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.04	29.91

PLUM0537-001 03/01/2022
MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,

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

	Rates	Fringes
PIPEFITTER.....	\$ 60.28	32.48

 * TEAM0379-001 08/01/2022

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.98	31.36+a+b
Group 2.....	\$ 35.15	31.36+a+b
Group 3.....	\$ 35.22	31.36+a+b
Group 4.....	\$ 34.44	31.36+a+b
Group 5.....	\$ 35.44	31.36+a+b
Group 6.....	\$ 35.73	31.36+a+b
Group 7.....	\$ 36.02	31.36+a+b

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

TRUCK DRIVERS CLASSIFICATIONS

- Group 1: Station wagons; panel trucks; and pickup trucks
- Group 2: Two axle equipment; & forklift operator
- Group 3: Three axle equipment and tireman
- Group 4: Four and Five Axle equipment
- Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment
- Group 6: Specialized earth moving equipment over 35 tons
- Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day
- B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks' vacation for 5 - 10 years of service; and 3 weeks' vacation for more than 10 years of service

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

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

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

GENERAL CONDITIONS OF THE CONTRACT

FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

Definitions

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plans" shall mean plans, and all related drawings, diagrams, profiles and specifications referred to and included in the Project Manual for this contract.

The word "City" shall mean the City of Newton.

The word "Project" shall mean the services which are the subject of the Contract Documents.

The words "Subcontract" and "Subcontractor" shall refer to project contracts between the Contractor and a subcontractor, and the subcontractor thereunder.

The term "Substantial Completion" shall mean either that the work required by the contract has been completed except for the work having a contract price of less than one per cent of the then adjusted contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

ARTICLE 2

Plans, Drawings, Profiles

1. The work shall be done in accordance with Plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said Plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the Plans, and any work shown on the Plans though not mentioned in the contract, is to be provided by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, Plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the Plans and the contract.

Discrepancy in Plans

2. The Contractor shall carefully examine all said Plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

ARTICLE 3

Inspection

The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the Plans, , the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and/or the Engineer and/or persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 4

Change in Plans and Work

The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, Plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between City and Contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

ARTICLE 5

Time and Manner of Doing the Work

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. As applicable, the Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

Abandonment of Work by Contractor

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6

Compensation for Work

1. Subject to the provisions of Paragraph 10 of this Article, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

Final and Substantial Completion

4. Upon substantial completion of the work required by the Contract, the Contractor must present to the City Engineer written certification that the work is substantially complete. Within 21 calendar days after such certification is presented, the City Engineer shall present to the Contractor either a written declaration that the work is substantially complete or an itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work is not substantially complete. The City Engineer shall include with such itemized list a date by which the work items must be completed, which date may not be earlier than the date for substantial completion established in the Contract Documents. If the City Engineer does not respond as provided herein within 21 calendar days, then the date of the Contractor's certification shall become the date for effective declaration of substantial completion.

5. Within 15 calendar days after the effective declaration of substantial completion, the City Engineer shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items. Unless delayed by causes beyond the Contractor's control, with an extension of time granted pursuant to Article 8, the Contractor must complete the work items within 45 calendar days after receipt of the list, or by the contractual completion date, whichever is later. If the contractor fails to complete the work within the required time the City may, notwithstanding other rights and remedies at its disposal, and upon seven days written notice to the Contractor terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

6. Within 65 calendar days following the effective declaration of substantial completion, the City Engineer shall issue to the Commissioner who shall cause to be paid to the Contractor a substantial completion estimate which estimate shall consist of the balance of the then current contract price less a one percent retention, the estimated cost to complete incomplete or unsatisfactory work items, the value of any outstanding claims against the Contractor and the sum of all demands for direct payment made pursuant to Article 12 herein, provided that until final acceptance, the City shall retain five percent of the value of all items planted in the ground.

7. The Contractor shall provide written notice to the City Engineer when the work has been brought to final completion. Within ten days following receipt of such notice, and providing his inspection shows no work items remain incomplete or unsatisfactory, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

8. Within 30 calendar days following receipt of final completion, the City shall pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor for incomplete or unsatisfactory work or claims made by or against the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims.

9. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

10. The Contractor shall be paid for any additions, or deductions as provided in Article 4, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above-mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

11. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the facts and circumstances on which such claim is based.

12. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

13. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

**ARTICLE 7
Liquidated Damages**

1. In case the work embraced in the contract shall not have been substantially completed by the date(s) stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun until the work is substantially completed in accordance with the following Schedule of Deductions and, in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

SCHEDULE OF DEDUCTIONS

<u>Original Contract Amount From More Than</u>	<u>Daily Charge To and Including</u>	<u>Per Calendar Day</u>
\$0.00	\$25,000.00	\$30.00
\$25,000.00	\$50,000.00	\$50.00
\$50,000.00	\$100,000.00	\$100.00
\$500,000.00	\$1,000,000.00	\$150.00
\$1,000,000.00	\$2,000,000.00	\$200.00
\$2,000,000.00	----	\$300.00

2. In case the work covered by the contract shall not have been brought to final completion within 45 calendar days following the date of declaration of substantial completion, the Contractor shall pay to the City of Newton as liquidated damages the sum of \$150.00 for each week or portion thereof during the period of overrun until the work is complete.

3. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging or owed to the Contractor in the hands and possession of or by the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

ARTICLE 8
Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event-giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

ARTICLE 9
Lines and Grades

The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

ARTICLE 10
Public Service Pipes and Conduits

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

Protection of Existing Structures

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

Changing the Location of Existing Structures

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

ARTICLE 11

Co-operation with Other Contractors

The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 12

Subcontracts

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as previously mentioned, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of all Subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

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

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

(c) Each payment made by the City to the Contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of the Subcontractor; and the City shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the City has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in subparagraphs (a) and (b), the City 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 Contractor the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the City, the demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time.

The demand shall contain a detailed breakdown of the balance due under the Subcontract and also a statement of the status of the completion of the Subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the Subcontractor has substantially completed the Subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the City and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the City and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

(e) Within fifteen days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the Subcontract work, the City shall make direct payment to the Subcontractor of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the City as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply 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 City shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The City 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 Contractor and the Subcontractor in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.

(h) The City shall deduct from payments to a Contractor amounts which, together with 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 Contractor.

ARTICLE 13

Responsibility for Work-Contractor's Responsibility

The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 14

LIGHTS--GUARDS

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers

from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

2. The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

ARTICLE 15

Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 16

Defective Work and Materials

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City.

ARTICLE 17

Employment of Labor

The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

ARTICLE 18

Laws and Regulations - Contractor to Comply with Law

The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of anybody or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

END OF SECTION

CITY OF NEWTON

**SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT
FOR PUBLIC WORKS CONSTRUCTION**

I. SUMMARY OF WORK

A.

The work under this contract consists of all labor, materials, and equipment necessary to implement pedestrian and traffic calming improvements at the intersection of Langley Road, Warren Street and Chase Street. The work includes the construction of sidewalk bump-outs, areas of minor box widening, granite curb, sidewalk and curb ramp reconstruction, installation of rectangular rapid flashing beacons (RRFB), traffic signs, pavement marking application, and all other incidental work as shown on the plans, as described in the Contract Documents and as directed by the Engineer.

2. All other work described in the Project Manual and/or shown on the Plan(s) 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 Project Manual and/or Plan(s) 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. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall be limited not only to the exact intent mentioned but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

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.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. The time for substantial completion pursuant to:

NOTICE: * TIME IS OF THE ESSENCE *

Within five (5) business days of the Notice of Award the Contractor shall submit to the Purchasing Department:

- **A signed contract.**
- **A Certificate of Insurance (naming the City as an additional insured)**
- **A Labor and Materials Payment Bond in the amount of 50% of the contract total.**

The start date is the date on which the Notice to Proceed is issued. Time for completion is prior to June 30, 2023. The successful bidder must be able to accommodate the City of Newton in the scheduling and/or coordination of this work.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in Article 7 of the General Conditions for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. 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.

III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
 - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$300,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$300,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. 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.

GENERAL CONDITIONS

The work under this contract consists of all labor, materials, and equipment necessary to implement pedestrian and traffic calming improvements at the intersection of Langley Road, Warren Street and Chase Street. The work includes the construction of sidewalk bump-outs, areas of minor box widening, granite curb, sidewalk and curb ramp reconstruction, installation of rectangular rapid flashing beacons (RRFB), traffic signs, pavement marking application, and all other incidental work as shown on the plans, as described in the Contract Documents and as directed by the Engineer.

All work done under this contract shall be in conformance with:

- the City of Newton Standard Specifications and General Construction Details,
- Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highway and Bridges 2022 Edition as amended.
- the latest Massachusetts Department of Transportation Construction Standard Details
- the 2006 Massachusetts Highway Department Project Development and Design Guide dated February 25, 2010,
- the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) with revisions and Massachusetts Amendments,
- the 1990 Standard Drawings for Signs and Supports,
- the 1968 Standard Drawings for Traffic Signals and Highway Lighting,
- the latest edition of American Standard for Nursery Stock,
- the Contract Project Manual with any Project Addenda.

The General Conditions, Supplementary Conditions and these Special Provisions shall take precedence over the General Requirements of Division 1 of the Standard Specifications of the Massachusetts Department of Transportation (MassDOT).

If during construction operations the contractor disturbs any survey monuments (temporary or permanent) the engineer may direct the contractor to reestablish the survey monuments at no additional cost to the owner. The contractor shall be required to use a Professional Surveyor registered in the Commonwealth of Massachusetts, unless otherwise directed by the Engineer.

It shall be the responsibility of the contractor to coordinate with all third-party utility companies that may be affected by this contract. This shall include but not be limited to adjustment or replacement of existing structures as directed by the appropriate utility company. The owner shall not compensate the contractor for work done on behalf of a third party.

The scheduling of this work shall be solely at the discretion of the Engineer.

- **If schools are present within the paving limits or along a detour route, such work shall be avoided to the extent feasible and as directed by the Engineer while school is in session. Roadway Construction shall not interfere with school operations.**
- **The contractor shall maintain a clean and orderly staging area within city limits for the duration of the project. The staging area shall be free of construction debris by the end of the week (Friday) unless receiving written permission from the Engineer. Failure to comply may result in a fine of up to \$1000.00 per day per staging area.**
- **When repairing, installing, adjusting sidewalks and/or curbing the Contractor may only work on one side of the roadway at a time. This allows the opposite side of the roadway to be used for safe pedestrian access.**
- **Work will not be permitted on Federal, State or City Holidays. Work will not be permitted on religious holidays as designated by the City Engineer.**

- **Night work is scheduled by Newton Police Department, in consultation with Public Works. Night work shall be performed when road construction during the day interferes with traffic operations to such an extent that public safety is compromised.**
- **Prior to the final installation of the top course, the Engineer may require a pre-construction meeting/walk through to assure that all conditions and specifications required to be completed before final paving have been finalized satisfactory to the Engineer.**

LIMITS OF WORK

This Contract includes work at the intersection of Langley Road, Warren Street and Chase Street, located in the City of Newton. The exact limits of work are delineated on the plans. Please see attached.

ITEM SHEETS

The Contractor shall insert unit prices for each item in ink, in both words and figures, and is to show a total bid price (unit price x estimated quantities). 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 required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

Unbalanced bidding is expressly prohibited, and all unit bid prices will be compared for reasonable conformance with the engineer's estimate. The City has the right to reject award of a bid, or part thereof, to protect the public interest if it is apparent that a bid is mathematically unbalanced, the bidder front-ends its bid as to amount to an advanced payment, there are extreme variations from the engineer's estimate or other bids received, if in the opinion of the City, the unit prices create a reasonable doubt that that apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.

***The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may necessitate. Regardless of the amount of actual quantities, however, the quoted unit prices shall always apply.**

There is no separate labor charge under this bid: unit prices shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work as specified herein.

NOTICE: In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for 1) Fuel (combination of Gasoline & Diesel), 2) Liquid Asphalt, and 3) Portland Cement Concrete. It is the bidders' responsibility to familiarize themselves with this price adjustment program prior to entering a bid.

PEDESTRIAN AND TRAFFIC CALMING IMPROVEMENTS AT LANGLEY ROAD, WARREN STREET AND CHASE STREET.

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
ITEM 102.511: INDIVIDUAL TREE PROTECTION THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA	\$ _____
ITEM 120.1: UNCLASSIFIED EXCAVATION THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	142	CY	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
<p>ITEM 151.: GRAVEL BORROW (TYPE B)</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD</p>	84	CY	\$ _____
<p>ITEM 170.: FINE GRADING AND COMPACTING</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD</p>	369	SY	\$ _____
<p>ITEM 358.: GATE BOX ADJUSTED</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH</p>	2	EA	\$ _____
<p>ITEM 402.1: DENSE GRADED CRUSHED STONE FOR SUB BASE</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD</p>	9	CY	\$ _____
<p>ITEM 431.: HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD</p>	45	SY	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
<p>ITEM 450.23: SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5)</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON</p>	6	TN	\$ _____
<p>ITEM 450.32: SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0)</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON</p>	7	TN	\$ _____
<p>ITEM 450.42: SUPERPAVE BASE COURSE – 37.5 (SIC – 37.5)</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON</p>	2	TN	\$ _____
<p>ITEM 453.: HMA JOINT ADHESIVE</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT</p>	780	FT	\$ _____
<p>ITEM 472.: HOT MIX ASPHALT FOR MISCELLANEOUS WORK</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON</p>	5	TON	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
<p>ITEM 482.: SAWCUTTING ASPHALT PAVEMENT FOR BOX WIDENING</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT</p>	123	FT	\$ _____
<p>ITEM 504.: GRANITE CURB TYPE VA4 - STRAIGHT</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT</p>	64	FT	\$ _____
<p>ITEM 504.01: GRANITE CURB SUPPLIED BY THE CITY AND INSTALLED BY THE CONTRACTOR</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT</p>	20	FT	\$ _____
<p>ITEM 504.1: GRANITE CURB TYPE VA4 - CURVED</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT</p>	83	FT	\$ _____
<p>ITEM 580.: CURB REMOVE AND RESET</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT</p>	40	FT	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
<p>ITEM 582.: GRANITE CURB CORNER REMOVE AND RESET</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH</p>	2	EA	\$ _____
<p>ITEM 594.: CURB REMOVED AND DISCARDED</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT</p>	71	FT	\$ _____
<p>ITEM 697.1: SILT SACK</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EA</p>	3	EA	\$ _____
<p>ITEM 701.: CEMENT CONCRETE SIDEWALK</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD</p>	76	SY	\$ _____
<p>ITEM 701.1: CEMENT CONCRETE APRON</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD</p>	29	SY	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
ITEM 701.2: CEMENT CONCRETE PEDESTRIAN RAMP THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	59	SY	\$ _____
ITEM 702.: HOT MIX ASPHALT SIDEWALK AND DRIVEWAY THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON	4	TON	\$ _____
ITEM 711.: BOUND REMOVED AND RESET THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA	\$ _____
ITEM 748. – MOBILIZATION THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	LS	\$ _____
ITEM 751.: LOAM BORROW THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	28	CY	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
ITEM 765.: SEEDING THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	134	SY	\$ _____
ITEM 824.214: RECTANGULAR RAPID FLASHING BEACON THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	LS	\$ _____
ITEM 832.: WARNING, REGULATORY, AND ROUTE MARKER ALUMINUM PANEL (TYPE A) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE FOOT	7	SF	\$ _____
ITEM 847.1: SIGN SUP POST W/ BREAKAWAY ANCHOR/ASSEMBLY THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	2	EA	\$ _____
ITEM 852.01: TEMPORARY TRAFFIC CONTROLS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	LS	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
ITEM 854.1 PAVEMENT MARKING REMOVAL THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE FEET	86	SF	\$ _____
ITEM 856.12 PORTABLE CHANGEABLE MESSAGE SIGN THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER DAY	28	DAY	\$ _____
ITEM 866.104: 4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT	193	FT	\$ _____
ITEM 866.112: 12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT	375	FT	\$ _____
ITEM 867.104: 4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER FOOT	128	FT	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY*	UNIT	TOTAL COST
ITEM 874.2: TRAFFIC SIGNS REMOVED AND RESET THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	5	EA	\$ _____
ITEM 874.51: TRAFFIC SIGNS REMOVED AND DISCARDED THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA	\$ _____
ITEM 999.01: MISCELLANEOUS WORK ALLOWANCE (ENG. DISCRETIONARY FUND) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____ -) PER ALLOWANCE	1	ALL	\$ <u>6,700</u>
ITEM 999.02: TRAFFIC CONTROL OFFICERS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____ -) PER ALLOWANCE	1	ALL	\$ <u>18,000</u>

TOTAL BID PRICE: _____ DOLLARS AND _____ CENTS (\$ _____) <p style="text-align: center;"><i>Amount in Figures</i></p>

(Total Bid Price must be placed in paragraph "C" of the Bid Form)

END OF SECTION

CITY OF NEWTON

GENERAL REQUIREMENTS

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. The purpose of this section is to define the basis of measurement and payment for the unit price or lump sum items listed in these Contract Documents.
- B. Section 9.00 of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2022 Edition, are hereby included in its entirety.

1.02 PAYMENT ITEMS

- A. Work Items of this Project are referenced with Item Numbers and Item Descriptions similar to those currently in use by the MassDOT, Highway Division.

1.03 BASIS OF MEASUREMENT AND PAYMENT

- A. Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the MassDOT Standard Specifications, unless modified in the Special Provisions and the Standard Specifications.

1.04 UNIT PRICES

- A. Payment will be computed on the basis of the unit price bid for each Item and the quantity of units completed. Unit prices are to include cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs for items installed complete and accepted by the Engineer. No Payments will be made for the purchase or stockpile of materials or incidentals to the completed items. (See Part 1.06 of this Section.)
- B. The Owner reserves the right to increase or decrease the scope of the Contract work by 25% of the original scope.

1.05 LUMP SUM PRICES

- A. Payment will be computed on the basis of the percentage of work completed on each item in the contract BID as determined by the Engineer. Lump sum prices are to include the cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs for items installed complete and accepted by the Engineer. No Payments will be made for the purchase or stockpile of materials or incidentals to the completed items. (See Part 1.06 of this Section.)
- B. The Contractor's breakdown of the lump sum bid will be used only as a guide to determine the percentage of completion.

1.06 PRICES INCLUDE

- A. The prices stated in the Proposal include full compensation not only for furnishing all the labor, equipment and material needed for, and for performing the work contemplated by the Contract, but also for assuming all risks of any kind for expenses arising to facilitate the work in a timely manner and all items and incidentals included in the Contract Documents.
- B. The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- C. The prices for those Items which involve excavation shall include compensation for disposal of surplus excavated material and handling water.
- D. In all Items involving excavation, the price shall be based on doing the entire excavation in earth. Where rock is excavated, the price, therefore, shall be in addition to the cost of excavating earth and no deduction will be made in the amount for earth excavation.

1.07 PAYMENT

- A. In general, payment will be made for all Contract work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the Owner and Contractor which has been completed and approved.
- B. Each application for payment will indicate the total of a minimum percent retainage, held by the Owner on the total of all work completed under the contract and approved for payment to-date.
- C. Monthly applications for payment may also indicate reduction or increase of the total Contract price when an approved change order results in a net reduction or net increase in the cost and quantity of work to be performed under the Contract.
- D. Special billings and charges against the Contract as credit or payment to the Owner, that are not for change order work, may be subtracted from monies due on any monthly application for payment but shall not serve to reduce the total Contract price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work which is incorporated in or made necessary by the Work.
- F. Each project location will be billed separately.

FIELD ENGINEERING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Survey work and other field engineering responsibilities of the Contractor.

1.02 REQUIREMENTS

- A. **The Contractor shall be responsible for field survey, layout of the work, and the establishing of lines and grades as shown on the plans or as directed for his use.**
- B. Layout and set all lines, levels, grades, elevations, reference marks, batter boards and measurements required for the construction of the work. Verify such marks by instrument to confirm accuracy. The Engineer shall provide information on the baseline and elevation control available.
- C. Locate and protect established horizontal and vertical survey control, and reference points, benchmarks and stone bounds.
- D. Make, check, and be responsible for all measurements and dimensions necessary for the proper horizontal and vertical layout and construction of the Work.
- E. Control datum for survey shall be as established and depicted in the Existing Conditions and Alignment & Survey Control Plan.
- F. Verify location and reset (if needed) street right-of-way bounds and markers by a Professional Land Surveyor (PLS) as per the Contract Documents.
- G. All staking shall be directed and performed by qualified engineering or surveying personnel who are trained, experienced and skilled in construction layout of the type required under this contract. The contractor shall submit the qualifications of the survey personnel to the Owner for review and approval. The owner reserves the right to evaluate the performance of the survey personnel during the course of the work and require the replacement of any personnel whose work, in the judgement of the Owner, is unsatisfactory.
- H. The Engineer will be permitted to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor. The Contractor shall correct any errors found in lines, elevations, reference marks, batter boards, etc. Such a check shall not be construed as approval of the Contractor's work and shall not relieve or diminish the responsibility of the Contractor for the accurate construction and completion of the Work in compliance with the Contract Documents.
- I. The Contractor shall perform an external and garage level inspection and make a video tape and/or photographic record of all existing sideline conditions, prior to the commencement of construction activities, and/or as may be required as the construction activities progress, for the purpose of documenting all decrepit, and/or extraordinary points of concern. All video and picture making shall be done on foot and shall not be 'shot' from a vehicle. This video record shall be made by the Contractor and a copy, or a secondary video tape, shall be delivered to the Engineer. A representative from the Engineering Division shall be present at the time of the inspection and recording.

1.03 QUALITY ASSURANCE

- A. The Contractor shall employ a Civil Engineer or Land Surveyor registered in the State of Massachusetts, acceptable to the Owner.
- B. Upon completion of the project, the Contractor shall submit an as-built plan signed by the Contractor's Engineer or Land Surveyor stating that the elevations and locations of the Work are in conformance with the Contract Documents. The retainage held by the owner will not get released until an as-built plan has been submitted.

PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. The pre-construction conference will be scheduled and administered within 14 calendar days after the dated "Notice to Proceed." The Contractor shall be prepared to address such topics as understanding of the Contract Documents, Federal/State/Local requirements, projected construction schedules, major personnel, critical work areas, construction facilities and shop drawing/certificates of compliance submittals.

1.03 PROGRESS MEETINGS

- A. The Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at period intervals. Weekly progress meeting are expected in the initial stages of the project. Meetings can later be scheduled to be Bi-Weekly as determined by the Engineer.
- B. The time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.
- C. The Engineer will prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies.

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for submission of schedules and shop drawings.

1.02 PROGRESS SCHEDULE

- A. Within 14 calendar days after execution of the Contract Documents, the Contractor shall submit to the Engineer for review a construction progress schedule conforming to requirements specified. This schedule should show the proposed dates of commencement and completion of each of the various subdivisions of work required under this Contract and the anticipated monthly percentage of completion, based on the total contract price. The Contractor shall be responsible for updating, and/or revising, this schedule whenever directed by the Engineer throughout the duration of the Contract. The schedule shall also include a Traffic Management Plan to be coordinated with City Engineering and Newton Police Department for each phase and location of work to be constructed under this contract.
- B. Special attention is directed to the requirement that the Contractor shall start the Work, as specified under this Contract, no later than 30 calendar days after the execution of the Contract Documents, unless otherwise authorized by the Owner. The Contractor shall comply with all pre-construction requirements as specified.

The Owner reserves the right to delay the commencement of the Work or any part thereof, if the specified requirements as determined by the Engineer have not been satisfied. The Owner further reserves the right to limit or, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest and/or safety to do so.

- C. The Contractor shall contact the appropriate city authorities concerning any public or semi-public events that may occur during the construction period that may affect construction. The Contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose. No claims for extras will be allowed because of any delay, extra materials handling, extra excavation, etc. caused by the imposed restrictions. However, additional time may be granted for completion of the work to compensate for delays caused by said restrictions.

1.03 SHOP DRAWINGS

- A. Submit electronic copies of shop and working drawings in PDF format for concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for the Contract, and materials and equipment for which such drawings are specifically requested.
- B. A maximum of two (2) submittals of each shop drawing will be reviewed by the Engineer. If more submittals are required due to the Contractor's neglect or failure to fulfill the requirements of the Contract plans and/or specifications, or to make corrections or modifications required by the Engineer in the review of the first two submittals, the Engineer will review the submittal and the Contractor will be responsible for the cost of the review, as determined by the Owner based on the Engineer's documentation of time and rates for additional services established in the Engineering Agreement between the Owner and the Engineer.
- C. If re-submittals on shop and working drawings are required, the Engineer will retain three (3) copies and three (3) copies will be returned to the Contractor. When re-submittals are returned to the Engineer, electronic copies in PDF format, of the complete submittal shall again be required.
- D. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When the dimensions are of particular importance, or when specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract. The Contractor shall also be required to certify on the submitted drawings or catalog cuts that the equipment or the assembly are accepted by him and in conformance with the Plans and Specifications.
- E. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.
- F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings to eliminate delay to the Work due to the absence of such drawings. All shop and working drawings must be submitted to the Engineer prior to incorporation into the Work, unless otherwise permitted by the Engineer. Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals. The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. Prior to and during the progress of the Work the schedule shall be revised and resubmitted as requested by the Engineer.
- G. No material or equipment shall be purchased or fabricated for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements.

All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.

- H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the Work for which review is required.
- I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All drawings shall be clearly marked with the names of the Owner, Contractor, and building, equipment, or structure to which the drawing applies, and shall be suitably numbered. Submitted shop drawings shall be accompanied by a multi-part letter of transmittal provided by the Engineer and completed by the Contractor as directed by the Engineer.
- J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.
- K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- L. The review of shop and working drawings by the Engineer will be general only, and nothing contained in this Section shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance as specified.
- M. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires, appurtenances, or layouts etc., either existing or as detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do the work necessary to make such modifications.
- N. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.

1.04 JOB-MIX FORMULA

- A. Work shall not begin on any Newton project nor shall any mixture be accepted until the Contractor has submitted to the Engineer a specific job-mix formula for the particular uniform combination of materials and sources of supply to be used on each project in conformance with the requirements of Section M3 of MassDOT's Standard Specifications. The job-mix formula shall be submitted in writing by the Contractor to the City at least 30 days prior to the start of paving operations.

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Contractor's quality control of products, suppliers, manufacturers, services, site conditions, and workmanship, to produce work of the specified quality.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Comply fully with manufacturers' instructions, including each step in sequence.
- B. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified to be removed, clear area only after field sample has been accepted by the Engineer.

1.04 CERTIFIED WELDERS

- A. Structural welds shall be made only by operators who have been qualified by tests, as prescribed in the "Standard Qualification Procedure" of the American Welders Society, to perform the type of work required.
- B. Pipe welds shall be made only by operators who have been qualified by the National Certified Pipe Welding Bureau and each operator's qualification record shall be submitted to the Engineer before any work is performed.
- C. Shop welding shall be in accordance with the "Code for Welding in Building Construction".

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Qualification, duties, and responsibilities of testing laboratories. Also, coordination and scheduling are responsibilities of the Contractor.
- B. Related Sections
 - 1. Materials and Equipment

1.02 PAYMENT PROCEDURES

- A. Initial Testing: Unless otherwise specified herein, the Owner will pay for additional initial testing services required by the Engineer.
- B. Retesting: When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.
- C. Contractor's Testing: Inspecting and testing performed exclusively for the Contractor's convenience or as required of him by the technical specifications shall be the sole responsibility of the Contractor.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. E-329-90, Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

1.04 REQUIREMENTS

- 1. Asphalt material will only be accepted by the City if the test results from acceptance samples obtained at the production plant and from the compacted pavement indicate conformance to the approved job-mix formula and the quality limits specified in Section M3 of MassDOT's Standard Specifications.
- 2. Work included:
 - 1. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the Work.
 - 2. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.
 - 3. Where no testing requirements are described, but the Owner directs testing, the Contractor shall provide testing under the requirements of this Specification.

1.05 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329-90.
- B. Regulatory requirements
 - 1. Testing, when required, will be in accordance with all pertinent codes, regulations, and with selected standards of the American Society for Testing and Materials.
 - 2. Regulatory Requirement Inspections and tests required by codes or ordinances, or by a plan approved authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of the Materials and Equipment section.
- B. Promptly process and distribute, to the Engineer, required copies of test reports and instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

1.07 SCHEDULING

- A. Establishing schedule
 - 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
 - 2. Provide all required time within the construction schedule.
 - 3. Coordinate testing activity with the appropriate testing laboratory.
- B. Revising schedule
 - 1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
- C. Adherence to schedule
 - 1. When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
- B. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.
- C. All work constructed as a deviation from the Contract Documents shall be approved prior by the Engineer in writing. All subject work shall be documented and the submission of required as-builts will be the responsibility of the Contractor.

TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for temporary utilities required during construction.

1.02 GENERAL REQUIREMENTS

- A. The Contractor is responsible for payment of all costs associated with the installation and operation of all temporary utilities necessary for the completion of the work. The Contractor shall arrange with the Engineer and Owner methods of determining monthly utility costs for Temporary Utilities prior to connection of any temporary systems. The Contractor shall pay the Owner on a monthly basis for all temporary utility costs. The Temporary Utilities to be paid by the Contractor include, but are not limited to the following: Electricity, Water, Sanitary, Heating, Ventilation, Plumbing and other services required to complete the work.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide adequate sanitary facilities for the use of those employed on the Work. Sanitary facilities shall be made available when the first employees arrive on the site of the Work, be properly secluded from public observation, and be maintained during the progress of the Work in suitable numbers. The location for the placement of sanitary facilities shall be approved in writing by the Engineer.
- B. Maintain sanitary facilities in an orderly and sanitary condition at all times and enforce their use. Rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or any adjacent property.

TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for cleaning, maintenance of the project site, barriers and fences required during construction.

1.02 CLEANING DURING CONSTRUCTION

- A. Contractor shall perform clean-up operations during construction as herein specified, or as specified elsewhere within the Contract Documents.
 - 1. Control accumulation of waste materials and rubbish; promptly dispose of off-site. Bear all costs, including fees resulting from disposal.
 - 2. Maintain project in accordance with all local, State and Federal Regulatory Requirements.
 - 3. Store volatile wastes in covered metal containers and remove from premises.
 - 4. Prevent accumulation of wastes that create hazardous conditions.
 - 5. Provide adequate ventilation during use of volatile or noxious substances
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on site.
 - 2. Do not dispose or volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

3. Do not dispose of wastes into streams or waterways.
4. Use only those materials which will not create hazards to health or property, and which will not damage surfaces.
5. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and wind-blown debris, resulting from construction operations.
6. Provide on-site containers for collection of waste materials, debris, and rubbish.
7. Remove waste materials, debris, and rubbish promptly from the site and dispose of at legal disposal areas off the construction site.
8. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
9. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc. shall, upon completion of the work, be left in a clean and neat condition.

1.03 DUST CONTROL

- A. Provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions or performance obligations of the Contractor.
- C. Adequate dust control shall be applied as, and when, directed by the Engineer. No additional compensation will be made for such work and shall be incidental to the Contract.

1.04 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- E. Construct sediment control devices for discharge from dewatering trenches.
- F. Construct all sedimentation control devices shown on the plans.

1.05 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
 - 1. Equip air compressors with Silencers, and power equipment with mufflers.
 - 2. Manage vehicular traffic and scheduling to reduce noise.

1.06 POLLUTION CONTROL

- A. Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows, if any along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any pools or other bodies of water.

1.07 SURFACE WATER CONTROL

- A. Take all precautions to prevent damage to the work or equipment by high waters or by storms. The Engineer with the approval of the Owner may prohibit the carrying out of any work at any time when in his judgment, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.
- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Owner.

1.08 BARRIERS AND ENCLOSURES

A. Fences and Barricades

- 1. Provide and maintain temporary fences, barriers, lights, guardrails, and barricades as indicated in the Contract Documents, or as necessary to secure the Work and adjacent property and protect persons and property.
- 2. Obtain necessary approvals and permits and provide temporary expedients as necessary to accommodate tasks requiring items mentioned herein.

B. Protection of Trees

- 1. The Contractor shall notify the Tree Warden before commencing work within the drip line of any Tree.
- 2. If, in the opinion of the Engineer or Tree Warden, and so directed by either, the Contractor shall be required to provide adequate and satisfactory tree protection (either trunk protection or drip line protection, or both) as directed. No additional compensation will be made for such protection and shall be incidental to the Contract.
- 3. The Contractor shall take care not to harm trees along the sides of roads or within the existing facility in which the construction work is to be done or trees on adjacent lands except as indicated on the drawings or with the written permission of the Owner and any other owner of the trees involved. Care shall be taken not to cut tree roots to harm the growth of trees to remain.

4. If, in the opinion of the Engineer or Tree Warden, any trees damaged during construction can be repaired, the Contractor shall satisfactorily repair them at no further cost to the Owner.
5. If, in the opinion of the Engineer or Tree Warden, any tree damaged during construction cannot be repaired and should be removed, the Contractor shall satisfactorily remove and replace, with a species specified by and at the direction of the City Tree Warden at no further cost to the Owner.

1.09 TEMPORARY PEDESTRIAN ACCESS

- A. The City of Newton requires that all work zones maintain a safe pedestrian access route around or through individual work sites that is ADA accessible during the execution of this contract.
 - a. Sidewalks – when repairing, installing, adjusting sidewalks and/or curbing the Contractor may only work on one side of the roadway at a time. This allows the opposite side of the roadway to be used for safe pedestrian access. Proper signage must be positioned as directed by the Engineer (see d. below)
 - b. ADA Access Ramps – only one ADA ramp may be excavated/worked-on at a time at any intersection. Only after the initial ADA ramp is made pedestrian and ADA accessible (see e. below) may a second ADA ramp be worked on.
 - c. Temporary Ramps – if required for safe access, the Engineer may require temporary ADA compliant HMA access ramps.
 - d. The Engineer will identify the proper location for appropriate signage to direct pedestrians safely around any active work area. Signage will include “Sidewalk Closed Ahead – Cross Here” signs (with the appropriate directional arrow) and “Sidewalk Closed” signs. The signs must be stable and not prone to falling over.
 - e. Temporary Safe Access – placement of HMA or dense grade material compacted as directed by the Engineer may be used to obtain a suitable smooth stable base for temporary pedestrian access prior to placement of concrete.

TRAFFIC REGULATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for traffic control for the duration of the Contract.

1.02 REFERENCES

- A. Manual of Uniform Traffic Control Devices (MUTCD) latest edition, including published revisions; Specifications for Temporary Traffic Control.

1.03 PERFORMANCE REQUIREMENTS

- A. The Contractor shall prepare and submit to the Engineer a proposed work schedule which complies with the plans and specifications. No work shall start until the Engineer's approval of the schedule is received.
- B. The Contractor shall have the sole responsibility for the maintenance and protection of traffic.
- C. No construction will be permitted within 300 feet of a school, day care center, or day camp when children are either arriving or departing the facility. The actual hours involved will be obtained by the Contractor from the respective facility.

- D. An authorized representative of the Contractor shall be available on a 24-hour basis for the duration of the Contract for the purpose of correcting construction related impediments or hazards. This contact shall be responsible for making correction within a timely manner. The contact information shall be supplied with the rest of the required submittals.

1.04 SUBMIT TRAFFIC PLANS

- A. In accordance with the Submittals section, submit a traffic plan delineating requirement of this section, the Contract Drawings, and the City of Newton.
- B. Traffic control plans shall detail all typical, and specific, work zones and detours for each roadway and construction activity for the project to complete the work as listed in the Contract Documents and Construction Plans, as well as the planned accessible pedestrian route through, or adjacent to, the work zone.

1.05 SITE CONDITIONS

- A. Replace at no cost to the Owner pavement markings, legends and lane arrows removed or damaged by the construction operation that are not within the Construction Plans.
- B. Restore temporary detours to original condition.
- C. Replace traffic signal loops damaged during construction **within 72 hours**.

1.06 SCHEDULING

- A. The Contractor shall minimize the construction impacts to the traveling public and abutting property owners by limiting the extent of roadway excavation and requiring the restoration of a weather-tight pavement surface as stipulated below. All proposed underground installations (utilities, drainage, sewer, etc.) must be in place prior to the beginning of roadway excavation.
- B. The Owner reserves the right to alter the lengths of excavation and other operations in order to ensure the safety of the traveling public and abutting property owners.

PART 2 PRODUCTS

2.01 TRAFFIC CONTROL DEVICES

- A. All Traffic Control Devices shall be in accordance with the MUTCD and maintained as such. All Devices shall
- B.

PART 3 EXECUTION

3.01 INSTALLATION OF TRAFFIC CONTROL DEVICES

- A. Installations shall be in accordance with all requirements and standards as specified in the Manual on Uniform Traffic Control Devices (MUTCD) and shall be the responsibility of the Contractor to install and maintain as directed by the Engineer.

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for delivery, storage, handling and installation of systems, materials, manufactured units, equipment, components, and accessories used in the work.

1.02 DELIVERY

- A. Refer to Specifications' Sections for requirements pertaining to delivery and handling of materials and equipment.
- B. Transport products by methods to avoid product damage.
- C. Deliver in undamaged condition in manufacturers' unopened containers or packaging, and dry.
- D. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- E. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct, and products are undamaged.

1.03 STORAGE AND PROTECTION

- A. Refer to Specifications' Sections for requirements pertaining to storage and protection of materials and equipment.
- B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures and maintain within temperature and humidity ranges required by manufacturers' instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area and prevent mixing with foreign matter. Loose material shall also be protected in accordance with Erosion Control specifications.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged and are maintained under required conditions.
- F. Materials stored and location of storage shall be approved by the Engineer prior to delivery.

1.04 INSTALLATION STANDARDS

- A. Comply with Specifications and referenced standards as minimum requirements.
- B. Components required to be supplied in quantity within a Specification Section shall be the same and shall be interchangeable.
- C. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.

- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- F. When work is specified to comply with manufacturers' instructions, submit copies as specified in the Submittals section, distribute copies to persons involved, and maintain one set in field office.
- G. Perform work in accordance with details of instructions and specified requirements.

MAINTENANCE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for maintaining work completed under this Contract.

1.02 MAINTENANCE PERIOD

- A. The general maintenance period for all construction or materials under this Contract shall be one (1) year after the date of the acceptance of the work by the Owner, or as provided by other sections of this Specification.
- B. If the Owner puts any structure or equipment to use prior to acceptance of all work under the Contract, the maintenance period for such structures or equipment shall be calculated from the time use begins.
- C. Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any damage of material or work without cost to the Owner, to the satisfaction of Engineer, in conformance with Contract Documents provided orders for replacement and/or repairs are received in writing by the Contractor within the one year period.
- D. This Section shall in no way limit the duration of the Contractor's responsibility for the correction of any defect due to workmanship or materials provided by the Contractor which are not in compliance with the Contract Documents.

1.03 ABUSE OF WORK

- A. Contractor is not obligated to perform work of replacement or repair that he may prove is required because of abuse by parties other than the Contractor, after the date the Owner puts to continuous use the work requiring replacements or repair, or after date the Owner has approved the Certificate of Completion.

1.04 EMERGENCY REPAIRS

- A. If the Owner deems necessary, the Owner shall order replacement or repairs be undertaken within 24 hours.
- B. If the Contractor delays or fails to make the ordered replacement or repairs within the time specified, the Owner shall have the right to make such replacements or repairs and the expense shall be deducted from moneys due the Contractor, or moneys of the Contractor retained by the Owner.

END OF SECTION

CITY OF NEWTON

SCOPE OF WORK

The work under this contract consists of all labor, materials, and equipment necessary to implement pedestrian and traffic calming improvements at the intersection of Langley Road, Warren Street and Chase Street. The work includes the construction of sidewalk bump-outs, areas of minor box widening, granite curb, sidewalk and curb ramp reconstruction, installation of rectangular rapid flashing beacons (RRFB), traffic signs, pavement marking application, and all other incidental work as shown on the plans, as described in the Contract Documents and as directed by the Engineer.

All work done under this contract shall be in conformance with:

- the City of Newton Standard Specifications and General Construction Details,
- the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2022 Edition, as amended
- the latest Massachusetts Department of Transportation Construction Standard Details
- the 2006 Massachusetts Highway Department Project Development and Design Guide dated February 25, 2010,
- the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) with revisions and Massachusetts Amendments,
- the 1990 Standard Drawings for Signs and Supports,
- the 1968 Standard Drawings for Traffic Signals and Highway Lighting,
- the latest edition of American Standard for Nursery Stock,
- the Contract Project Manual with any Project Addenda.

The General Conditions, Supplementary Conditions and Special Provisions shall take precedence over the General Requirements of Division I of the MassDOT Standard Specifications.

References within the Standard Specifications to MassDOT, the Department, or the Engineer shall, for the purposes of this Contract, be construed to mean the City of Newton or its designated representative.

ARCHITECTURAL ACCESS BOARD & AMERICANS WITH DISABILITIES ACT TOLERANCES AND STANDARDS

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations, and standards.

All construction elements in this project associated with sidewalks, walkways, pedestrian ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all curb ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

ORDERING OF MATERIALS AND DRAWINGS

The Contractor shall provide the Engineer within 30 days of receipt of the contract, written evidence that:

1. Contractor has ordered the shop drawings for the materials for which shop drawings are required for this contract;
2. Contractor has ordered from a supplier or manufacturer materials necessary to complete the project.

The Contractor shall further provide the Engineer written evidence within 30 days of receipt of the Contract that these orders have been confirmed in writing by the manufacturer with delivery dates appropriate for timely completion of the project. These confirmations of orders will become part of the project records.

Failure to comply with any of the ordering requirements shall nullify a request for an extension of the project completion date.

SHOP DRAWING SUBMITTAL (Supplementing Subsection 5.02)

The following is a list of items and materials that require shop drawing or catalog cut approval:

- 1. Independent Testing Laboratory to be used**
- 2. Individual Tree Protection**
- 3. Gravel Borrow (Type B)**
- 4. Dense Graded Crushed Stone for Sub-base**
- 5. Frame and Grate (or Cover) Municipal Standard**
- 6. SUPERPAVE Hot Mix Asphalt Job Mix Formula**
- 7. Granite Curbing**
- 8. Detectable Warning Panels**
- 9. Silt Sack**
- 10. Cement Concrete**
- 11. Loam and Seed**
- 12. Signage**
- 13. Pedestrian Temporary Traffic Controls**
- 14. Qualifications of survey personnel for construction layout**
- 15. Name and Certification Number of the Massachusetts Certified Arborist**

JOINTS (Supplementing Subsection 460.65)

The application of hot poured rubberized asphalt sealer, where required in accordance with Subsection 460.65 of the Supplemental Specifications, shall be considered incidental to the work included under Item 460 and 460.01.

CONCURRENT WORK BY OTHERS WITHIN PROJECT LIMITS (Supplementing Subsection 5.06)

Concurrent work may be in progress in the project areas by the City of Newton or utility companies or others. The Contractor is required to coordinate his activities with all work by others within and adjacent to the project limits.

No additional payments will be allowed for any disruption of work schedule caused by or required to coordinate work in this contract and work to be performed by others.

CONSTRUCTION (STAKES) STAKING (Supplementing Subsection 5.07 of MassDOT's Standard Specifications)

The Contractor shall furnish all the surveys, establish the line and grade, and layout the proposed work as shown on the plans or as directed. All survey work will be in accordance with MassDOT, Highway Division standards and done by a licensed surveyor registered in Massachusetts. Cost of survey work shall be deemed to be included in the contract bid prices and no additional payment shall be made therefor.

STEEL PLATES IN CONSTRUCTION ZONES (Supplementing Subsection 7.09)

At the end of each working day trenches in areas of public travel shall be backfilled and covered with steel plates, each edge of such plates shall either be beveled or protected by a slope of two (2) feet horizontally to one (1) inch vertically. Any temporary patching material may be used to construct the ramps. The cost of necessary patching materials, and their maintenance and removal, will be considered incidental to the item involved with no separate payment.

PUBLIC SAFETY AND CONVENIENCE (Supplementing Subsection 7.09 of MassDOT’s Standard Specifications)
Vehicular and pedestrian travel on the public way shall be maintained by the Contractor during construction and access to abutting land shall be provided at all times. If so directed, temporary walkways will be provided by the Contractor to ensure safe passage under various weather conditions.

PROPERTY BOUNDS (Supplementing Subsection 7.13)

The Contractor shall exercise due care when working around all property bounds, which are to remain. The Contractor shall verify the location and reset (if needed) any street right-of-way bounds or markers damaged or moved by result from the actions of the Contractor, the bound shall be accurately replaced and/or realigned by the Contractor as required by the Engineer. The Contractor shall employ a Land Surveyor registered in Massachusetts to perform this work. No further compensation will be due the Contractor for the materials and labor required to re-establish a bound disturbed by the Contractor, except as otherwise noted herein.

PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur. The Contractor shall notify the City of Newton and Mass. DIG SAFE and procure a DIG SAFE number for each location prior to disturbing the existing ground in any way.

DIG SAFE Call Center 1-888-344-7233

The Contractor shall notify the City and Dig Safe 72 hours prior to start of construction.

NOTICE TO OWNERS OF UTILITIES (Supplementing Subsection 7.13)

The Contractor shall give written notice to all public service corporations or officials, owning or having charge of public or privately owned utilities, of his intention to commence operations affecting such utilities one (1) week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer. Before commencing work on service connections, the Contractor shall contact the serving utility to ensure that proper construction procedures are followed.

The following are the names and addresses of some of the agencies which may be affected, and must be notified. Completeness of this list is not guaranteed. The Contractor shall ensure that all affected agencies are notified.

- City Contract: Lou Taverna, ltaverna@newtonma.gov, (617) 796-1020
- City Construction: Frank Nichols, fnichols@newtonma.gov, (617) 796-1033
- Police: Lieutenant Chuck Leone, cleone@newtonma.gov, (617) 796-2146
- Fire: Fire Prevention line, (617) 796-2210
- Fire Alarm & Wires Division: Glenn Manning (617) 796-2256
- Tree Warden: Marc Welch (617) 796-150015600
- Water/Sewer/Drain: Bob Sullivan, Livio Cence (617) 796-1640
- Gas: National Grid, Tammy Saporitio, 978-270-5205 tammy.saporitio@nationalgrid
- Electric: Eversource, Kim Khounesombat kim.khounesombat@eversource.com
- MWRA: Ralph Francesconi, (617) 305-5827
- Comcast: Manual Furtado (508) 884-2362
- RCN: Joe Volpe (617) 828-6904

NOTICE TO UNITED STATES POSTAL SERVICE (USPS) POSTMASTER

The Contractor shall give sufficient notice to the USPS Postmaster of his intention to conduct work in an area where a Mail Collection Box, Mail Transfer Box, or the service thereof may be affected by the construction operations.

Before commencing work near a Mail Collection Box that will be affected by the construction, the Contractor shall contact the USPS Postmaster responsible for the Mail Box to ensure that proper procedures are followed. The Contractor may not commence work in this area until the unit has been moved by the USPS or its designee.

PROTECTION OF UTILITIES AND PROPERTY (Supplementing Subsection 7.13)

The Contractor, in constructing or installing facilities, alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls or other structures, shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. He shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to the commencement of work.

In case of damage to utilities, the Contractor shall promptly notify the owner and shall, if requested by the Engineer, furnish laborers to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the City or by the utility company which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the City will, as soon thereafter as it reasonably can, cause the position of the utilities to be changed or take such other action as it deems suitable and proper.

If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall also be plugged off or otherwise made secure by the utility company involved.

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

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

The Contractor will cooperate fully with all utility companies private or public, and will notify all such companies at least twenty-four hours prior to excavating in the vicinity of any utility. It is understood that the Contractor has considered in his bid the existence of the various utilities and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference by said utilities.

The Contractor shall pay the serving utility for their services rendered for the connection of the overhead service connections.

DRAINAGE (Supplementing Subsection 7.13)

It shall be the Contractor's responsibility to maintain proper drainage in the areas under construction until the final system is put into use.

All impacted existing pipes and structures within the limits of this contract shall be left in a clean and operable condition at the completion of the work. It shall be the responsibility of the Contractor to make certain that new drainage systems carrying run-off from the limit of this project operate efficiently to their points of discharge into existing systems. Debris in pipes and structures, including deposition of hazardous material as a result of the Contractor's operations shall be removed by the Contractor in accordance with state and federal guidelines without compensation.

All the above work shall be included under the relevant drainage item without additional compensation therefor. Any adjustments made to new drainage structures will be included under the contract unit price for the respective structures.

DRAINAGE SYSTEM

It shall be the Contractor's responsibility to maintain a proper drainage system at all times in the areas under construction.

Existing drainage shall not be taken out of service without prior written notice to the City. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work.

Drainage castings in new pavement areas shall be installed at base or binder course grade, as directed by the Engineer, and reset to proposed finish surface grade prior to placement of the pavement surface course.

All existing pipes to be abandoned shall be plugged with brick masonry not less than eight (8) inches in thickness in conformance with the MassDOT Standard Specifications, Section 201.62.

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

DRAINAGE STRUCTURES

Where new pipe is shown on the drawings to be connected into an existing drainage structure to remain, the existing structure shall be first cleaned to remove all mud, debris and other material. The existing structure wall shall be carefully and neatly cut to provide the minimum size opening required for the insertion of the new pipe. The proposed pipe end shall be set or cut off flush with the inside face of the existing structure wall and the remaining space around the pipe completely filled with cement grout for the full thickness of the structure wall.

Existing shaped inverts shall be reconstructed, as necessary to provide a smooth and uniform flow channel from the new pipe through the existing structure.

No separate payment will be made for the cost of connecting new pipes into existing structures, cleaning and necessary alterations of existing structures, but all such costs shall be taken as included in the unit prices bid for the various pipe items. In addition no separate cost will be made for existing frame and grate (or cover) to be removed and stacked, but shall be made incidental to the appropriate drainage structure items, whether it be adjusted, change in type, remodeled, abandoned, or proposed.

PROTECTION OF PERSONAL PROPERTY

The Contractor shall exercise due care when working around all personal property and roadside features which are to remain. Trees to remain within work limits shall have tree protection. Any damage resulting from the actions of the Contractor, shall be replaced and/or repaired by the Contractor as directed by the Engineer. No further compensation will be due the Contractor for the materials and labor required to protect personal property, roadside features to remain or protection for trees.

SAWCUTTING

All edges of excavation made in existing pavements, driveways and sidewalks shall be squared by sawcutting with power-driven tools to provide a neat, clean edge for joining new pavement and sidewalks. Ragged, uneven edges shall not be accepted.

Areas which have been broken or undetermined shall be edged neatly with a minimum disturbance to remaining pavement or sidewalks.

All sawcutting, except for box widening, will be considered incidental to the associated bid items. Additional sawcutting may be required to prevent damage to adjacent structures as directed by the Engineer.

Saw-cut surfaces shall be sprayed or painted with a uniform thin coat of RS-1 asphalt emulsion immediately before placement of bituminous concrete material against the surface.

FINE GRADING AND COMPACTION

All areas consisting of existing subbase, newly placed subbase, or any other location where fine grading and compaction is necessary, or directed by the Engineer, prior to the installation of top or finish courses shall be thoroughly fine graded and compacted to provide a neat, clean surface for the installation of new materials.

WORK SCHEDULE (Supplementing Subsection 8.02)

Work on this project is restricted to 7:00 A.M. to 4:30 P.M. for **Daytime** work (be advised that the City of Newton may restrict work on arterial streets between the hours of 7:00 A.M. to 9:00 A.M. and from 3:30 P.M. to 4:30 P.M. in certain situations as designated by the Engineer), 8:00 P.M. to 5:00 A.M. of the next day for **Nighttime** work, and 8:00 A.M. to 4:30 P.M. for **Weekend** (Saturday and Sunday) work (be advised that the City of Newton may restrict work on arterial streets between the hours of 7:00 A.M. to 9:00 A.M. and from 3:30 P.M. to 4:30 P.M. in certain situations as designated by the Engineer). The Contractor is further advised that the hours of operations are set by law. In addition no weekend or holiday work will be allowed unless special permission is granted. Any work to be completed as part of Nighttime or Weekend time shall be approved or directed by the Engineer. Nighttime work also requires a Noise Waiver from the Mayor's Office. These stipulations apply to the Prime Contractor and all Subcontractors working on the same shift. The Prime Contractor will have superintendent on site whenever work is being performed. No work shall be done on this contract on Saturdays, Sundays, or Holidays, unless approved by the City in advance. Work will not be allowed the day before or the day after a long weekend, which involves a holiday without prior approval by the City. Exceptions may be taken if so stated in the Contract Documents.

There shall be no work beyond the winter shut down date, unless approved in writing by the Engineer. Workdays shall be continuous to the winter shut down. No additional compensation shall be made for variations in Work Schedule required by the Engineer, and all costs associated with complying with work schedule shall be considered part of the contract bid price.

SCHEDULE OF OPERATIONS (Supplementing Subsection 8.02)

The Contractor shall construct each phase in order as shown in the limits of work unless otherwise directed or approved by the Engineer. The Contractor may work on more than one phase at a time, coordinated with and approved by the Engineer. It shall be the Engineer's option to alter the phasing of work at any time during the project when a change is deemed to be in the best interest of the public. It should be noted that any costs of delays, incurred by these procedures, or changes in these procedures shall be deemed to be included in the contract prices bid and not cause for additional compensation.

PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK (Supplementing Subsection 8.03)

Before starting any work under this Contract, the Contractor shall submit a Schedule of Operation, as provided in Section 8.02. This work schedule shall include a plan of his construction procedures, detours, and the traffic safety devices he will use during the prosecution of the work as set forth in Section 850.

Any area which the Contractor may require for storage of equipment and materials, or for other purposes necessary in the performance of the work, shall be secured by the Contractor at his own expense. Materials, including excavation intended for backfill, shall not be stored or stacked on roadway surfaces unless specifically permitted by the Engineer.

In general, the Contractor shall coordinate his work with the work to be done by the public utilities or other agencies, and shall so schedule operations as to cause the least interruption to the normal flow of traffic. The Contractor may be required to temporarily suspend operations when such are considered by the Engineer to be a hindrance hazard to traffic.

The Contractor shall not proceed with surfacing operations without written approval of the Engineer. The Contractor shall provide for the removal of all material spilled from his trucks on existing pavement or other property over which it is hauled, or otherwise deposited thereon whenever, in the judgment of the Engineer, the accumulation is sufficient to cause the formation of mud or dust, or interfere with drainage or create a traffic hazard.

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

The Contractor shall determine the exact location of all existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities. The Contractor shall include in his bid a sufficient allowance to cover the cost of any exploratory excavations, which are needed to verify utility locations and to accomplish all of the required work.

The Contractor shall be responsible for maintenance of flow in all water courses, drains, and other pipes in the way of the proposed work or for any conveyance of the flow to a suitable point of discharge in such a manner that there will be no flow upon or hindrance to other work or cause nuisance of any kind.

Roadways under construction shall remain open to local traffic at all times during the period of time required for the completion of the work, except when specifically directed otherwise by the City. At least one lane of traffic in each direction must be maintained at all times on all roads and all existing turning movements must be maintained through construction. Pedestrian and vehicle access to all abutting properties shall be maintained except for very short periods of time for passing of active construction equipment and vehicles working in the immediate adjacent rights-of-way. When it is necessary to deny access to a property, the Owner shall be informed at least 48 hours in advance and alternative provisions made. **An accessible route for pedestrians shall be made available at all times and shall be properly maintained as such. The accessible route shall be equal to the distance of the route provided to able pedestrians.**

Facilities shall be provided by the Contractor for the safe and convenient passage of pedestrians and vehicles through the project. Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety. The placement of necessary devices will be for daily work periods and shall be removed after the completion of work operations.

All proposed utility work must be completed before roadway rehabilitation begins on a particular roadway. Roadway excavations must be squared-off at the end of each day and any open trenches shall be backfilled and covered with steel plates. Backfilling and plating shall be considered incidental to the project and not be cause for additional compensation.

The Contractor may begin excavation at either end of the project, but must continue from that end to the completion of the project. During non-working hours, no lateral drop-offs will be permitted within the area of excavation. The excavated areas shall be squared-off and ramped longitudinally at a rate of 12:1 or flatter to meet existing surfaces.

The City reserves the right to alter the lengths of excavation and other operations, for the convenience of the traveling public and abutting property owners.

SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS (Supplementing Subsections 850.21 and 850.61)
Unless otherwise provided for by specific items in this contract, furnishing safety controls for construction operations shall be considered incidental to this contract and the costs for safety controls shall be included in the various price for those contract items requiring such controls.

Positioning, adjusting and re-positioning of all devices such as traffic cones, drums, barricades, concrete barriers, high level warning devices, etc., not otherwise paid for under other items in this contract, is considered incidental and no separate payment will be made.

Signs having messages that are irrelevant to normal traffic conditions will be removed or properly covered at the end of each work period. Signs are to be kept clean at all times, and legends shall be distinctive and unmarred. The Contractor shall provide, place and erect all necessary barricades and warning signs and maintain adequate lights and illumination therefor. He shall be held responsible for all damage to the work due to any failure of signs and barricades needed to protect the work from traffic, pedestrians, or other causes.

Construction Signing and maintenance of Traffic will be paid for under Item 852.01.

TEMPORARY TRAFFIC CONTROL PLAN

Construction Staging and Scheduling

The Contractor shall prepare and submit to the Engineer a proposed work schedule which complies with the plans and specifications. No work shall start until the Engineer's approval of the schedule is received.

The Contractor shall notify the City of Newton 14 calendar days before construction starts.

Materials, including excavation intended for backfill, shall not be stored or stacked on roadway surfaces unless specifically permitted by the Engineer.

The following are the suggested stages to be followed in the prosecution of this contract. No work on any stage may begin unless all requirements of the previous stages have been met. It shall be the Engineer's option to alter the sequence of work for the project at any time during the project when a change in sequence of work is deemed to be in the best interest of the Public. It should be noted that any costs of delays, incurred by these procedures, or changes in these procedures shall be deemed to be included in the contract prices bid and not cause for additional compensation.

General Construction Stages

1. Full-Depth Roadway Excavation/Pavement Replacement
 - a. Construct all proposed utilities to below subgrade, and bring all existing utilities within the proposed roadway limits down to below subgrade in areas of full depth construction and pavement replacement. See plans for additional requirements.
 - b. Construct areas of full depth roadway and pavement replacement to binder level as indicated in the plans.
 - c. Construct areas of trench repair as directed by the Engineer.

2. Sidewalks
 - a. Construct sidewalk and islands

3. Milling
 - a. Mill roadway surface

4. Top Course
 - a. Apply tack coat and place surface course for the entire length of the project. Surface course shall be placed after the intermediate course within time frame indicated on the plans.
 - b. Apply pavement markings for entire length of project.

General Provisions for Travel and Prosecution of Work

The contractor, as directed by the Engineer, is responsible for the furnishing erecting, and maintaining the signing of the roadways, and the proper removal of the signs upon the completion of the project. Compensation for signing will be provided under the provisions of Section 850 and under the respective items therein.

Reconstruction work on the project shall not commence until the stage construction signing and traffic barriers as described in the MUTCD have been installed and approved.

Particular care shall be taken to establish and maintain such methods and procedures as will not create hazards of an unusual nature. Access to abutting properties shall be maintained in a responsible and safe manner for the duration of the construction period.

The design and placing of all safety devices shall be with the approval of the Engineer. Payments of work and materials involved in providing adequate safety procedures shall be as specified in Section 850.

The Contractor shall carry on his work concurrently and in conjunction with the Utility Companies involved with the project so as to provide for all possible cooperation towards the satisfactory completion of the work with minimum delay and inconvenience.

The Contractor shall be responsible for coordination of all utility work within the project limits.

Roadway excavation must be squared-off at the end of each day. At the end of each workday, any open utility trenches shall be backfilled and covered with steel plates. Backfilling and plating shall be considered incidental to the project and not be cause for additional compensation.

The Contractor shall be responsible for maintenance of flow in all water courses, drains and other pipes in the way of the proposed work or for any conveyance of the flow to a suitable point of discharge in such a manner that there will be no flow upon or hindrance to other work or cause nuisance of any kind.

Lowering of structures in areas of full depth construction shall be considered to be for the Contractors convenience and not cause for additional compensation. Rebuilding and adjustment of such structures shall be measured and paid for under the appropriate pay items. The castings of all structures, which are required to be set or reset under this project, shall not be set complete in place to the final grade until after the bituminous concrete binder course has been completed and top course is scheduled to be completed within ten calendar days.

The Contractor shall order all materials and services required for the work immediately after the execution of the contract. The Contractor shall not start any operation until all materials required for the operation are at the site or until the Engineer is satisfied that the materials will be delivered in such order that there will be no interruption to continuous and efficient progress.

Roadways under construction shall remain open to local traffic at all times during the period of time required for the completion of the work except when specifically directed otherwise by the Engineer.

Reasonable facilities shall be provided by the Contractor for the safe and convenient passage of pedestrians and vehicles through project areas within the public right-of-way and where required by the Engineer at all times.

The placement of warning devices will be for daily work periods and shall be removed after the completion of work operations. Signs having messages that are irrelevant to normal traffic conditions will be removed or properly covered at the end of each work period. Signs are to be kept clean at all times and legends shall be distinctive and unmarred.

The Contractor shall take necessary precautions to avoid spillage from his trucks onto the traveled ways. Any material which may drop from the vehicles when being hauled over the street shall be removed immediately by the Contractor.

Sequence of Construction

It is the intent of these Special Provisions to minimize the construction impacts to the traveling public and abutting property owners by limiting the extent of roadway excavation and requiring the restoration of a weather-tight pavement surface as stipulated in the plans and specifications. All proposed underground installations must be in place prior to the beginning of any roadway paving.

The Contractor shall as required or as directed by the Engineer, lower utility castings to ensure that any interim roadway condition is safe for the traveling public. The demolition, plating, and rebuilding of utility structures as required by interim conditions shall be considered incidental to the project and not cause for additional compensation.

The Contractor shall as required or as directed by the Engineer, provide temporary backfill to ensure that any interim sidewalk condition is safe for the traveling public and provides access to all abutters. Gravel may be used as temporary fill. The placement, compaction and subsequent removal of temporary fill as required by interim conditions shall be considered incidental to the project and not cause for additional compensation. Unless directed otherwise by the Engineer, temporary gravel sidewalk surfaces shall remain in place for no more than 7 calendar days where upon the temporary fill will be removed and replaced with the final sidewalk surface.

Intermediate course will be placed on completed base course sections when there is sufficient distance to permit efficient placement operations. Only after the entire project has been completed to intermediate course level will the top course material be allowed to be placed.

The Engineer reserves the right to alter the lengths of excavation and other operations in order to ensure the safety of the traveling public and abutting property owners.

General

The following general conditions will be followed unless otherwise directed by the Engineer.

- Except as permitted by the Engineer, during the day a minimum of one travel lane in each direction must be maintained at all times.
- At least one sidewalk on one side of the street shall remain open at all times.

- Pedestrian and vehicle access to all abutting properties shall be maintained except for very short periods of time. When it is necessary to deny access to a property, the owner shall be informed at least 48 hours in advance.
- Utility work shall be done prior to the roadway construction operations. The Contractor shall coordinate his work with the City and the utility companies.
- The Contractor shall coordinate his activities with construction operations that may be undertaken concurrently by others.
- Work involving fire hydrants shall be done in accordance with instructions of the City of Newton.
- Alternating fire hydrants shall be kept operative at all stages of the construction, unless otherwise directed in writing by the Engineer. No fire hydrant shall be out of order for more than 12 hours.
- New streetlights shall be installed and activated prior to deactivating the existing street lights. Existing streetlights may be removed before the installation of new lights if so directed by the Engineer; however, temporary lights shall be installed to provide acceptable lighting levels as determined by the Engineer.

ENVIRONMENTAL CONTROLS

Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the City. Contractor shall comply with all applicable local, state and federal environmental regulations and permit requirements.

The Contractor shall clean and flush all affected drainage structures at the end of the work to the satisfaction of the engineer. The price associated with this work will be deemed incidental to the contract.

All construction equipment shall be fitted with suitable muffling devices so that the noise from construction operation shall be properly controlled. The Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the Designated Agent.

Calcium chloride for roadway dust control and/or water for roadway dust control shall be applied in accordance with Section 440 at the direction of the Engineer. All costs in connection with the application of calcium chloride and/or water shall be included in the various payment items and no additional compensation will be made.

EXCAVATION SUPPORT

Where the Work of the project requires installation of excavation support systems, the furnishing, installing, maintaining, and final removal as required shall be considered incidental to the item to which it pertains. Dewatering, when required, including disposal in accordance with State and Federal guidelines shall also be considered incidental.

TEMPORARY LIGHTING

Where night work activity is required by the Engineer, the Contractor shall furnish temporary lighting in accordance with the requirements of Subsection 850 and all other equipment as may be necessary to perform construction activity at nighttime. All equipment shall meet the approval of the Engineer. All work to furnish, install, relocate and remove temporary lighting shall be considered incidental to the general work of the project and no separate payment will be made.

DISPOSAL OF SURPLUS MATERIALS

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

CLEARING AND GRUBBING

No tree, including trees in clear & grub areas, shall be removed prior to receiving approval of the City of Newton. The removal of all trees shall be coordinated with the City of Newton prior to removal. The clearing and grubbing work shall be considered incidental to the Contract. No separate payment shall be made for clearing and grubbing.

TRAFFIC OFFICERS

Uniformed Traffic Officers will be required during the construction period and shall be paid for directly by the City. It shall be the responsibility of the Contractor to arrange for the necessary police details when approved by the City for each police detail required. This request and approval may be verbal or in writing at the discretion of the City. 48 hour notice to the Police Department is required.

The City will pay the exact charges for police details ordered, with the approval of the Engineer, by the Contractor for this project. There will be no administrative fee, mark-ups, or any other additional costs paid to the Contractor.

If the Contractor fails to cancel any police detail not needed, by the required deadline as set forth by the Newton Police Department, the cost for such detail as invoiced to the City shall be deducted from the total reimbursement to the Contractor, unless otherwise waived by the City. There will be no separate payment for the Contractor's coordination with the Police Department or City to obtain police details.

PRICE ADJUSTMENTS

In accordance with MGL Chapter 30, Section 38A, this Contract shall be subject to the MassDOT Special provisions for price adjustments relative to energy escalation. Price adjustments for hot mix asphalt and Portland cement mixtures, diesel fuel and gasoline shall be made on a monthly basis when the monthly change from the Base Price is +/- 5 percent. Base prices for this contract shall be the period prices posted on the MassDOT website, <https://www.mass.gov/topics/highway-construction-resources>, at the time of the bid. For reference the base prices are as follows: liquid asphalt \$665.00 per ton, Portland cement \$170.00 per ton, diesel fuel \$4.671 per gallon, and gasoline \$3.074 per gallon..

END OF SECTION

CITY OF NEWTON

CONSTRUCTION SPECIFICATIONS

ITEMS

The following items reflect special conditions particular to this project. As such, they amend and/or supplement the provisions governing the Item, as described in the Standard Specifications.

METHOD OF AWARD

TO ENSURE CONTRACTOR ACCOUNTABILITY, THE OWNER INTENDS TO AWARD ALL ITEMS TO A SINGLE CONTRACTOR. ACCORDINGLY, CONTRACTORS MUST BID ON ALL ITEMS OF WORK, AND THE LOW BIDDER WILL BE THE CONTRACTOR WHOSE TOTAL BID PRICE IS THE LOWEST. THE BID QUANTITIES ARE NOT GUARANTEED, AND THEIR PRIMARY PURPOSE IS FOR THE DETERMINATION OF THE LOW BIDDER.

102.511	Individual Tree Protection	EA
120.1	Unclassified Excavation	CY
151.	Gravel Borrow (Type B)	CY
170.	Fine Grading and Compacting	SY
358.	Gate Box Adjusted	EA
402.1	Dense Graded Crushed Stone for Sub-Base	TN
431.	High Early Strength Cement Concrete Base Course	SY
450.23	SUPERPAVE Surface Course – 12.5 (SIC – 9.5)	TN
450.32	SUPERPAVE Intermediate Course – 19.0 (SIC 12.5)	TN
450.42	SUPERPAVE Base Course – 37.5 (SBC 37.5)	TN
453.	HMA Joint Adhesive	FT
472.	Hot Mix Asphalt for Miscellaneous Work	TN
482.5	Sawcutting Asphalt Pavement For Box Widening	FT
504.	Granite Curb Type VA4 – Straight	FT
504.01	Granite Curb Supplied by the City and Installed by the Contractor	FT
504. 1	Granite Curb Type VA4 – Curved	FT
580.	Curb Removed and Reset	FT
582.	Granite Curb Corner Removed and Reset	EA
594.	Curb Removed and Discarded	FT
697.1	Silt Sack	EA
701	Cement Concrete Sidewalk	SY
701.1	Cement Concrete Sidewalk at Driveways	SY
701.2	Cement Concrete Pedestrian Ramp	SY
702.	Hot Mix Asphalt for Sidewalk or Driveway	TN
711.	Bound Removed and Reset	EA
748.	Mobilization	LS
751.	Loam Borrow	CY
765.	Seeding	SY
824.221	Rectangular Rapid Flashing Beacon (Solar)	LS
832.	Warning, Regulatory, and Route Marker Aluminum Panel (Type A)	SF
847.1	Sign Sup Post w/ Breakaway Anchor/Assembly	EA
852.01	Temporary Traffic Controls	LS
854.1	Pavement Marking Removal	SF
856.12	Portable Changeable Message Sign	DAY
866.104	4 Inch Reflectorized White Line (Thermoplastic)	FT
866.112	12 Inch Reflectorized White Line (Thermoplastic)	FT
867.104	4 Inch Reflectorized Yellow Line (Thermoplastic)	FT
874.2	Traffic Signs Removed and Reset	EA

874.51	Traffic Signs Removed and Discarded	EA
999.01	Miscellaneous Work Allowance (Eng. Discretionary Fund)	ALLOW
999.02	Traffic Control Officers	ALLOW

DESCRIPTION

The work under this item shall be in accordance with Subsection 771 and shall be for furnishing and installing temporary tree trunk protection and for limb pruning to prevent injury to the tree from construction equipment and activities.

The purpose of this item is to prevent damage to branches, stems and root systems of existing individual trees as well as shrubs and other quality vegetation to remain, and to ensure their survival. To the extent possible, to avoid soil compaction within the root zone, construction activities including, but not limited to, vehicle movement, excavation, embankment, staging and storage of materials or equipment shall not occur underneath the canopy (drip line) of trees to remain. Where these activities will occur within 10 feet of the canopy of trees or where directed, the Contractor shall take the appropriate protective measures specified herein.

Trunk armoring is for instances where construction activity (the use of heavy equipment) comes close enough to potentially damage the tree trunk or limbs. It is to be used where shown on the plans and as directed by the Engineer.

Incidental to the cost of this item, the Contractor shall retain the services of a certified arborist, who shall make recommendations as to the specific appropriate treatment of trees within or near the work zone.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

Prior to the start of any construction activity, the Contractor shall submit the name and certification number of the Massachusetts Certified Arborist referenced herein to the Engineer for approval. Cost for Certified Arborist for all activities pertaining to this Item shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Selected material shall be such that installation and removal will not damage the trunk.

Acceptable materials include 2x4 re-cycled plastic cladding with wire or metal strapping. Height of cladding shall be from base of tree (including root flare) to the bottom of the first branch or as recommended by the Arborist. Material and methods shall be approved by the Engineer.

Incidental to this item, the Contractor shall provide water for maintaining plants in the construction area that will have exposed root systems for any period during construction.

Other materials or methods may be acceptable if approved by the City of Newton.

CONSTRUCTION METHODS

Prior to construction activities, the Engineer, the Contractor, the City Tree Warden, and the Arborist, shall review trees noted on the plans to be protected and as required by the Engineer, and shall walk the site with the Engineer and City Tree Warden to identify which trees will require protection and to determine approved measures. Final decision as to trees armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be replaced and maintained such that it is effective for as long as required and shall be removed immediately upon completion of work activities adjacent to trees.

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

Some pruning of roots and branches may be a necessary part of construction. Pruning will be performed on the same side of the tree that roots have been severed.

The Contractor's Arborist shall oversee any cutting of limbs, stem or roots of existing trees. All cuts shall be clean and executed with an approved tool. Under no circumstances shall excavation in the tree protection area be made with mechanical equipment that might damage the existing root systems.

Any tree root area exposed by construction shall be covered and watered immediately. Exposed tree roots shall be protected by dampened burlap at all times until they can be covered with soil.

Water each tree within the construction area where work is in progress twice per week until the surrounding soil of each tree is saturated for the duration of construction activities. Watering is to be implemented according to Subsection 771.74 Watering.

Where excavation within canopy is unavoidable, the Contractor shall use equipment and methods that shall minimize damage to the tree roots, per recommendations of the Certified Arborist. Such methods may require root pruning prior to, as well as during, any excavation activities.

After all other construction activities are complete, but prior to final seeding, wood chips, temporary fencing, branch protection, and trunk protection materials shall be removed and disposed off site by the Contractor at no additional cost.

DAMAGES & PENALTIES

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense obtain an Arborist. The Arborist shall be approved by the Engineer.

If based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of \$500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean-up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

If existing shrubs, vines and groundcover which are to be saved are damaged, as determined by the Engineer, they shall be replaced with plants of equal type and size. All costs incurred shall be paid for by the Contractor at his own expense. The tree protection fence shall be removed just prior to spreading of loam.

MEASUREMENT AND PAYMENT

Item 102.511 will be measured and paid at the contract unit price per each. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work including the services of a certified arborist, wood chips, water, temporary fence, cutting or pruning of roots, cladding, burlap and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

In the event of tree damage, cost of Arborist services, of remediation measures, and/or tree removal will be borne by the Contractor.

Payment under this item will be scheduled throughout the length of contract:

- 40% of value shall be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% shall be paid at the end of construction operations that would damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

In the event of irreparable damage due to lack of proper protective measures being take there will be no compensation in addition to the \$500.00 per diameter inch penalty.

ITEM 120.1 **UNCLASSIFIED EXCAVATION** **CUBIC YARD**

DESCRIPTION

The work to be done under this item shall consist of removing and disposing of excavated materials in accordance with Subsection 120 of MassDOT’s Standard Specifications, in work locations as shown on the plans or as directed by the Engineer, except for those materials for which payment is made inclusive with work specified to be performed under other items of this Contract.

CONSTRUCTION METHOD

In the event that roadway patching is needed as deemed so by the Engineer, the areas shall be saw-cut to the extents as directed by the Engineer and removed to a depth of four (4) inches. The remaining subbase shall be trimmed, fine graded, and compacted as part of this item. Any additional gravel needed shall be paid for under Item 151. Gravel Borrow. Any handwork necessary shall be considered part of the work of this section.

Before starting any excavation, the Contractor shall field check and verify all utilities, vaults, septic systems, sprinkler systems, and other sub-surface features in the project area and be sure that the excavation will not disturb or damage such features. The Contractor will coordinate his construction activities with the owners of such features and obtain approval or permits, if necessary, prior to starting the excavation. Any damage to sub-surface features during the construction process will be the responsibility of the Contractor and will be repaired by the Contractor at his own expense. If the owner so wishes, he will repair the damage himself and bill the Contractor for his expenses.

The work under this item shall include all excavation not otherwise included for payment under other items of this contract. Unclassified excavation shall include but not be limited to removal and disposal of substandard or damaged curb, curb inlets, edging, concrete, rock, cobblestones, drainage structures, castings, pipes, guardrail, fence and all other materials not classified and paid for under other items.

Edges of excavations made in existing pavements shall be squared by saw cutting with power-driven tools to provide a neat, clean edge for joining new pavement. Ragged, uneven edges shall not be acceptable. Pavement areas which have been broken or undermined shall be edged neatly with minimum disturbance to remaining pavement.

Foundations left in place under the roadway surface shall be removed to a depth of 3 feet; all other foundations left in place shall be removed to a depth of 12 inches below the finished grade.

When working next to existing retaining walls or buildings, the Contractor shall exercise extreme caution not to disturb existing walls. Any handwork necessary shall be considered part of the work of this section. If existing structures are disturbed, they shall be reconstructed at the Contractor's expense to thoroughly match the existing structure in color, texture, material and workmanship.

Removal of castings, lowering and plating of structures shall also be considered part of the work of this section.

In the event that roadway patching is needed as deemed so by the Engineer, the areas shall be saw-cut to the extents as directed by the Engineer and removed to a depth shown on the plans.

The remaining subbase shall be trimmed, fine graded, and compacted as part of this item. Any additional gravel needed shall be paid for under Item 151. Gravel Borrow. Any handwork necessary shall be considered part of the work of this section.

Before starting any excavation, the Contractor shall field check and verify all utilities, vaults, septic systems, sprinkler systems, and other sub-surface features in the project area and be sure that the excavation will not disturb or damage such features. The Contractor will coordinate his construction activities with the owners of such features and obtain approval or permits, if necessary, prior to starting the excavation. Any damage to sub-surface features during the construction process will be the responsibility of the Contractor and will be repaired by the Contractor at his own expense. If the owner so wishes, he will repair the damage himself and bill the Contractor for his expenses.

The shaping, trimming, compacting and finishing of the surface of the subgrade, the grading and finishing of all unpaved areas, and the preparation of all areas for topsoil, loam, slopes, and sidewalk/roadway paving shall be made in close conformance with the lines, grades, dimensions and design shown on the plans, as described in the Field Engineering section of the General Requirements of these specifications, or as required by the Engineer.

MEASUREMENT AND PAYMENT

Payment under this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, and equipment necessary to complete the saw-cutting, excavation, legal disposal of unwanted or surplus material, trimming, fine grading, and compaction of subbase material, not covered by other items of this contract and permits.

ITEM 151.	GRAVEL BORROW (TYPE B)	CUBIC YARD
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DESCRIPTION

Work under this Item shall be in accordance with Subsections 150 and 170 of the Standard Specifications and the following:

Gravel Borrow shall conform to Material Specifications M1.03.0 (Type B).

SUBMITTALS

A minimum of thirty (30) days prior to the start of any construction activity, the contractor shall submit the gravel gradation to the City for review and approval.

CONSTRUCTION METHOD

Gravel Borrow shall be placed with a maximum lift thickness of six (6) inches. Where required, trenches shall be backfilled with approved granular materials and properly compacted to the minimum density of 90 percent of the maximum density as determined by ASTM D1557 (Modified Proctor). All other gravel areas shall be compacted to the minimum density of 95 percent of the maximum density. Any settlements or other defective work and material shall be promptly repaired or replaced at the Contractor's expense. The density of the compacted fill shall be determined by the ASTM D6938 Nuclear Method or latest ASTM standard.

The shaping, trimming, compacting and finishing of the surface of the subgrade, the grading and finishing of all unpaved areas, and the preparation of all areas for topsoil, loam, slopes, and sidewalk/roadway paving in close conformance with the lines, grades and typical cross sections described in the specifications, or as directed or established by the Engineer.

MEASUREMENT AND PAYMENT

Payment for this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, equipment, necessary testing, and any incidentals necessary to complete the work to the satisfaction of the Engineer.

DESCRIPTION

Work under this Item shall be in accordance with Subsection 170 of the MassDOT Standard Specifications and the following:

CONSTRUCTION METHODS

All areas consisting of existing subbase, newly placed subbase, or any other location where fine grading and compaction is necessary, or directed by the Engineer, prior to the installation of top or finish courses shall be thoroughly fine graded and compacted to provide a neat, clean surface for the installation of new materials.

The shaping, trimming, compacting and finishing of the surface of the subgrade, the grading and finishing of all unpaved areas, and the preparation of all areas for topsoil, loam, slopes, and sidewalk/roadway paving shall be made in close conformance with the lines, grades, dimensions and design shown on the plans, as described in the Field Engineering section of the General Requirements of these specifications, or as required by the Engineer.

MEASUREMENT AND PAYMENT

Payment under this Item shall be at the Contract Unit Price bid per square yard, which price shall include the grading, shaping and compaction of the subgrade, and all labor, materials, and equipment necessary to complete the work according to the plans and to the satisfaction of the Engineer.

Grading and finishing other than subgrade areas will be included in the price of the other respective items of work involved.

DESCRIPTION

Work under this item shall be in accordance with Subsection 301 of the MassDOT Standard Specifications and the following:

CONSTRUCTION METHOD

Valve boxes shall be installed vertically, centered over the operating nut, and the elevation of the top shall be adjusted to final grade. Boxes shall be continuously and adequately supported during backfilling to maintain vertical alignment. Bricks shall be placed at the base of the flange to properly support the box. Backfill around valve boxes and anywhere excavation is made in the street shall be compacted in 12-inch lifts.

MEASUREMENT AND PAYMENT

Work shall include adjusting box castings, regardless of size, to the proposed finished grade. Boxes located in street pavement shall have collars. Installation of riser rings will not be permitted as an acceptable means of structure adjustment and no compensation for the installation of riser rings will be made.

Gate boxes damaged by the Contractor's operations will be replaced by the Contractor at his own expense.

Payment under Item 358 shall be at the Contract Unit price per each, which prices shall be full compensation for all labor, equipment, materials to adjust boxes regardless of size to proper finished grade elevation, and all incidentals necessary to complete the work to the satisfaction of the Engineer.

Payments shall not be made for castings that have not been correctly adjusted to the proper finished grade elevation satisfactory to the Engineer.

ITEM 402.1**DENSE GRADED CRUSHED STONE FOR SUB-BASE****TON****DESCRIPTION**

Work under this Item shall be in accordance with Subsection 402 of the MassDOT Standard Specifications and the following:

Dense Graded Crushed Stone for Sub-base consist of crusher-run coarse aggregates of crushed stone or gravel and fine aggregates of natural sand or stone screenings uniformly pre-mixed and placed on the subgrade or sub-base in close conformity with the lines, grades, dimensions, and design shown on the plans, as described in the Field Engineering section of the General Requirements of these specifications, or as required by the Engineer.

SUBMITTALS

A minimum of thirty (30) days prior to the start of any construction activity, the contractor shall submit the dense graded crushed stone gradation to the City for review and approval.

MATERIALS

Material shall meet the requirements specified in Subsection M2.01.7 of the MassDOT Construction Specifications.

CONSTRUCTION METHODS

Grade control shall conform to the Field Engineering section of the General Requirements of these specifications. The Contractor shall furnish, set, and maintain all line and grade stakes.

The Dense Graded Crushed Stone shall be spread in layers from self-spreading vehicles equipped with automated grade control equipment. Power graders or conventional self-spreading vehicles may be used only with prior written approval of the Engineer.

The Dense Graded Crushed Stone shall be placed to the tolerance as stipulated in Section 401, Gravel Sub-base of MassDOT's Standard Specifications. Suitable watering devices shall be available at the source of supply and on the project for use as directed by the Engineer to prevent segregation in transit and during spreading and to obtain proper density and stability of the mixture. The specified density of the Dense Graded Crushed Stone shall be maintained by determining the number of passes of a roller that are required to produce a constant and uniform density, after conducting a series of tests either using the sand/volume method or a nuclear device.

MEASUREMENT AND PAYMENT

Dense Graded Crushed Stone shall be at the Contract Unit Price bid per Ton, to the limits specified on the plans or as directed by the Engineer, with no percentage added, which price shall include all labor, materials, equipment, fine grading, compaction, testing, and any incidentals necessary to complete the work to the satisfaction of the Engineer.

ITEM 431.**HIGH EARLY STRENGTH CEMENT CONCRETE****SY****DESCRIPTION**

Work under this Item shall conform to Subsection 430 of the MassDOT Standard Specifications.

ITEM 450.23**SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5)****TON****ITEM 450.32****SUPERPAVE INTERMEDIATE COURSE 19.0 (SIC – 19.0)****TON****ITEM 450.42****SUPERPAVE BASE COURSE 37.5 (SIC – 37.5)****TON**

DESCRIPTION

Work under these items (including incidentals for Asphalt Emulsion for Tack Coat and/or Joint Sealant) shall conform to the relevant provisions of Subsections 460 and 482 of the MassDOT Standard Specifications and the following:

The PGAB Grade selected for this Contract is **PG 64-28**. The emulsion under this specification shall be Grade RS-1H and shall meet the requirements of AASHTO M 140.

All required sawcutting in the existing pavement shall be done in accordance with Section 482 of MassDOT's Standard Specifications.

SUBMITTALS

A minimum of thirty (30) days prior to the start of any construction activity, the contractor shall submit the hot mix asphalt job mix formula (JMF) to the City for review and approval.

MATERIALS

Material shall meet the requirements specified in Subsection 460 of the MassDOT Standard Specifications.

CONSTRUCTION METHOD

The work shall be scheduled such that overlap pavement is placed within **10 business days** of the completion of the milling operation. Exceptions will be determined by the Engineer in the event that excessive pavement/trench/structure repair is required on a particular roadway.

Prior to placing the SUPERPAVE surface course over leveling course, intermediate course, or milled surface, the Contractor shall spread suitable asphalt emulsion tack coat meeting the requirements of the Standard Specifications, to ensure a proper bond between the two layers of pavement. The tack coat must be applied by a tack truck.

The contractor is responsible for cutting all keys to match existing pavement to the SUPERPAVE pavement. All key cuts will be sealed on the same day as the paving is completed. All joint locations and vertical surfaces where proposed pavement meets existing pavement shall be sealed with hot poured joint sealer.

The Contractor shall furnish, set, and maintain all line and grade stakes necessary to guide the automated grade control equipment as described in Section 460 of the MassDOT Standard Specifications.

Tack Coat

Material for this work shall conform to the requirements of Subsection 460.43 of the MassDOT Standard Specifications.

Tack coat will be used at the rate of 0.06 to 0.08 GAL/SY on unmilled surfaces or 0.07 to 0.09 GAL/SY on milled surfaces applied by a pressure distributor prior to placement of the next pavement course.

In addition, all vertical surfaces of curbs, edging, utilities, and drainage structures that will be abutted by new pavement shall receive a thorough tack coat application immediately prior to placing each HMA pavement course.

Tack coat shall be applied to cover a minimum of 95% of the pavement surface.

MEASUREMENT AND PAYMENT

Tonnage shall be determined by weight slips submitted to the Engineer. Also, this number will be verified by the inch per square yard method of determining tonnage (inches of approved thickness, multiplied by square yard unit measurement, multiplied by the volume to weight conversion factor of 0.056 tons/inch/square yard).

Payment under these Items shall be at the Contract Unit Price bid per Ton for the specified thickness of base, intermediate and surface courses, complete in place; which price shall be considered full compensation for all labor, equipment, materials, and incidentals to complete the work to the satisfaction of the Engineer.

This price shall also include all necessary work to prepare the pavement surface, including street sweeping, as well as any requirements as listed in Section 460 of the MassDOT Standard Specifications and contained herein that are not covered under other specified payment items.

ITEM 453. HMA JOINT ADHESIVE FT

DESCRIPTION

Work under this Item shall conform to Subsection 460 of the MassDOT Standard Specifications.

ITEM 472. HOT MIX ASPHALT FOR MISCELLANEOUS WORK TON

DESCRIPTION

Work under this Item shall be in accordance with Subsection 472 of the Standard Specifications and the following:

Hot mix asphalt for miscellaneous work shall be used to provide temporary access and egress to those properties abutting the work area as determined by the Engineer. It shall also be used for temporary restoration of pavement surface after the installation of drainage pipes, conduits, where not included in the payment of other items of this contract and where such areas are specified by the Engineer. It shall also be used to safeguard raised utility structures as approved or directed by the Engineer. It shall also be used for permanent areas where hand work is required, such as areas behind newly installed driveway sections of sidewalk to match into the existing grade. The Contractor is advised that this is material, which will be spread primarily by hand.

CONSTRUCTION METHOD

Hot Mix Asphalt for miscellaneous work shall be placed only upon the direction of the Engineer, to the thickness directed and compacted to the satisfaction of the Engineer.

MEASUREMENT AND PAYMENT

Compensation for this Item shall be paid for at the Contract Unit Price per Ton, which price shall include all labor, materials, equipment for surface preparation, placement, maintenance and removal, and incidental costs necessary to complete the work to the satisfaction of the Engineer.

The Contractor shall be required to maintain areas of temporary pavement in reasonable repair, as determined by the Engineer, and not be compensated for additional materials, labor and incidentals required to do so.

No payment will be made for roadway patching done outside the excavation pay limits shown on the plans.

The subsequent removal of this material, if directed by the Engineer, shall also be considered incidental to this Item.

ITEM 482.5 SAWCUTTING ASPHALT PAVEMENT FOR BOX WIDENING FT

DESCRIPTION

Work under this item shall conform to Subsection 482 of the MassDOT Standard Specifications

ITEM 504. GRANITE CURB TYPE VA4 – STRAIGHT FOOT

ITEM 504.01	GRANITE CURB SUPPLIED BY THE CITY AND INSTALLED BY THE CONTRACTOR	FOOT
ITEM 504.1	GRANITE CURB TYPE VA4 – CURVED	FOOT
ITEM 580.	GRANITE CURB REMOVED AND RESET	FOOT
ITEM 582.	GRANITE CURB CORNER REMOVED AND RESET	EACH
ITEM 594.	CURB REMOVED AND DISCARDED	FOOT

DESCRIPTION

Work under these Items shall be in accordance with Subsection 501 of the MassDOT Standard Specifications and the following:

The work under Items shall include installing granite curb supplied by the City and furnishing and installing granite curb Type VA/VB/SB, including straight or curved sections, transition pieces for curb ramps, granite edging, removal and resetting of existing curb, and the removal and discarding of existing curb. The length of transition pieces shall be installed to meet all ADA Standards, slopes, and requirements.

Granite curb supplied by the City to be installed by the contractor shall be picked up at the City’s storage facility by the contractor and subsequently installed where directed by the Engineer.

SUBMITTALS

A minimum of thirty (30) days prior to the start of any construction activity, the contractor shall submit shop drawings for the granite curb to the City for review and approval.

CONSTRUCTION METHOD

All new curbing, including curb supplied by the City, shall be provided with concrete support, as shown on the construction detail. Concrete support shall be provided on both sides of curbing that does not have a hard surface backing it up. Concrete support to lock granite curb in shall not extend further than two (2) inches below finish roadway elevation. Cost of all concrete support shall be included in the price bid for curb.

Where granite curb is used to stabilize areas of cut at the back of a sidewalk or curb ramps, it shall be measured and paid for under Items 504., 504.01, or 504.1 only where directed by the Engineer.

Existing curbing to be reused shall be installed in continuous sections and shall not be intermingled with new curbing. Any interim stacking or other extra handling or relocating of the curb shall be considered for the Contractor’s convenience and not cause for additional compensation.

Granite curb shall be set in close conformity with the lines, grades, dimensions, and design shown on the plans, as described in the Field Engineering section of the General Requirements of these specifications, or as required by the Engineer.

MEASUREMENT AND PAYMENT

Payment for Items **504, 504.1, 580, 582, 590 and 594** shall be at the Contract Unit Prices bid per Foot (or per each for corners) for furnishing and installing new granite curb of all types, including sawcutting, excavation, fine grading and compacting of both subbase and existing subgrade, concrete support, backfill and removing, setting new curb, resetting, and discarding of all types of curb, including labor, materials, equipment, and all incidentals necessary to complete the work to the satisfaction of the Engineer.

Payment for Item **504.01** shall be at the Contract Unit Prices bid per Foot for installing new granite curb supplied by the City, complete in place including the pickup of the curb at the City’s storage facility, sawcutting, excavation, fine grading and compacting of both subbase and existing subgrade, concrete support, backfill and removing, setting new curb, resetting, and discarding of all types of curb, including labor, materials, equipment, and all incidentals necessary to complete the work to the satisfaction of the Engineer.

DESCRIPTION

The work under this Item shall be in accordance with Subsection 670 of the MassDOT Standard Specifications and the following:

The work under this Item shall consist of the furnishing, installing, maintaining, and removing silt sacks from all catch basins, drop inlets, and gutter inlets within the limit of work, or otherwise required by the Engineer.

SUBMITTALS

A minimum of thirty (30) days prior to the start of any construction activity, the contractor shall submit shop drawings for the silt sack to the City for review and approval.

MATERIALS

Silt sacks shall be made from woven polypropylene geotextile fabric and sewn by a double needle machine, using a high strength nylon thread. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

Silt sacks shall be manufactured to fit the opening of the catch basins and all curb openings shall be blocked to prevent stormwater from bypassing the device. Silt sacks shall be manufactured with two dump straps attached at the bottom of the silt sack.

Silt sacks shall have a ¼-inch nylon expansion restraint rope with two (2) inch flat washers to keep the sides of the silt sacks away from the catch basin walls. Silt sacks shall be manufactured so that they have a certified average wide width strength per ASTM D-4884 standards of 165.0 lb./in for regular flow.

CONSTRUCTION METHOD

When the expansion restraint rope is covered with sediment, the silt sack shall be emptied, cleaned, and placed back into the catch basin.

All material removed from the silt sacks shall be properly handled and disposed of by the Contractor, and this must be done in accordance with all DEP regulations, policies, and guidance and at no additional cost to the City. The responsibility for the proper handling and disposal of this material shall be solely the Contractor's.

Material removed from silt sacks shall be transported immediately to the place of disposal in machines or trucks that will not spill the material along the roadway. Any material falling on the roadway shall be removed at the Contractor's own expense.

Silt sack cleanings are classified as a solid waste by the Massachusetts Department of Environmental Protection (DEP) and may be disposed of at any landfill that is permitted by DEP to accept solid waste. Materials containing free-flowing liquids are prohibited from being accepted at landfills. The DEP encourages the beneficial reuse of this material whenever possible; however, use not in accordance with DEP determination, or disposal or use as fill in an unapproved location is not acceptable.

It is anticipated that most, if not all, of the material will be landfilled, therefore the Contractor should be aware that many landfills may require testing and analysis of the material prior to accepting it for disposal at the facility.

The Contractor should be aware that in the event that test results indicate a hazardous waste that cannot be landfilled, the Contractor shall be responsible for all costs associated with adhering to special regulations regarding disposal of hazardous waste. The Contractor should take this into consideration in preparing the bid.

Silt sacks shall remain in place until the placement of the pavement overlay or surface course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the silt sacks will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and dispose of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the City.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractor’s expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

When the silt sacks are removed after the work has been completed, the Contractor shall clean and flush all drainage structures as incidental to this item.

MEASUREMENT AND PAYMENT

Payment under this Item shall be at the Contract Unit Price bid per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for testing, inspections, maintenance, removal and disposal of the sediment from the insert or for the final removal and disposal of the silt sack, but all costs in connection therewith shall be included in the Contract Unit Price Bid.

ITEM 701.	CEMENT CONCRETE SIDEWALK	SQUARE YARD
ITEM 701.1	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS	SQUARE YARD
ITEM 701.2	CEMENT CONCRETE PEDESTRIAN RAMP	SQUARE YARD

DESCRIPTION

The work under these Items shall be in accordance with Subsection 701 of the MassDOT Standard Specifications and the following:

All work shall conform to the latest edition of the MassDOT Construction Standards and ADA Standards.

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope, nor for dimensions less than the minimum dimensions.

SUBMITTALS

A minimum of thirty (30) days Prior to the start of any construction activity, the contractor shall submit shop drawings for the cement concrete and detectable warning panel to City for review and approval.

CONSTRUCTION METHOD

On the foundation of fine graded and compacted subbase, the concrete shall be placed in such quantity that after being thoroughly consolidated in place sidewalks shall be four (4) inches in depth, driveways shall be six (6) inches in depth (which shall extend to the outermost limits of the driveway transition curbs where they meet the straight curb reveal), and pedestrian ramps shall be eight (8) inches in depth.

All driveway, sidewalk and pedestrian ramp joints and transition sections which define grade changes shall be formed, staked, and checked prior to placing cement concrete. All grade changes are to be made at joints.

Detectable warning panels shall be installed as detailed in the Newton General Construction Details. The tile shall conform to Americans with Disabilities Act (ADA) requirements, shall be Cast-in-place Truncated Dome replaceable composite tactile panels, 60 inches by 24 inches, and the color shall be Federal Yellow.

Any variation from this specification shall only be acceptable with the written approval of the Engineer. Shop drawing submissions shall include each specified item and be submitted illustrating color.

Sidewalks and driveways shall be constructed in accordance with requirements of the Standard Specifications, including placement of alternating sections, 30 feet in length and provided with expansion joints. Expansion filler shall also be used at pours against buildings, walls, or other hard objects.

All concrete work shall be in accordance with the procedures of NRMCA CIP-14 (Appendix B) regarding strike off and finishing operations and timing. If an evaporation retarder is required due to hot weather conditions, ensure that the evaporation retarder is applied in strict compliance with the manufacturer's recommendations. An evaporation retarder should not be used as a finishing aid. The Contractor shall cure the surface using a curing membrane meeting the requirements of ASTM C 309/1315 Type 1 Class B (Cureshield EX or equal).

Contractor is responsible for securing areas with curing concrete, and shall supply barricades or watchmen, as necessary to prevent defacement of concrete surfaces. The Contractor shall be responsible for maintaining new concrete work and shall insure that no defects, markings, or damage by vandals or animals occurs. It shall be the responsibility of the Contractor to replace any damaged portions of the work at their own expense.

MEASUREMENT AND PAYMENT

Payment under this Item shall include temporary removal and resetting of obstructions (such as fences) for the purposes of forming and placing sidewalks, at no expense to the Owner. The Contractor shall be responsible for the removal, safeguarding, stockpiling, and resetting of obstacles. If the obstacle cannot be reset, the Contractor will be responsible for furnishing and installing in-kind new fixtures, at no cost to the city.

Payment for these Items shall be at the respective Contract Unit Prices bid per Square Yard complete in place, including all saw cutting, expansion joints, protection and finishing, curing compounds and other additives, temporary removal of obstructions for the purposes of forming and pouring sidewalks or driveways, and all labor, equipment, materials and incidentals necessary to complete the work to the satisfaction of the Engineer.

The reconstruction of all items included in restoring steps, walls, and other abutting structures shall be considered incidental to the work of this section.

Item 702.	HOT MIX ASPHALT WALK SURFACE AND DRIVEWAY	TON
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DESCRIPTION

Work under this Item shall conform to Subsection 702 of the MassDOT Standard Specifications.

ITEM 711.	BOUND REMOVE AND RESET	EACH
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DESCRIPTION

Work under this Item shall be in accordance with Subsection 710 of the MassDOT Standard Specifications, the City of Newton General Construction Details, 250 CMR and the following:

The exact location of bounds, if required by the work, shall be set by a Massachusetts registered professional land surveyor in good standing. Plans shall be provided showing coordinates and ties for bound locations.

Existing bounds disturbed by the Contractor (horizontally and/or vertically) shall be reset or replaced new, at the Contractor's own expense.

The bound shall be certified by a Massachusetts registered professional land surveyor prior to the acceptance by the City of Newton. This shall be considered incidental to the project.

MEASUREMENT AND PAYMENT

Payment under Item 711. shall be made at the Contract Unit Price bid per Each, which price shall be full compensation for removing and resetting of existing bounds done at the direction of the Engineer (not previously damaged by the Contractor), services of a registered professional land surveyor, submission of a plan showing coordinates and ties, and all necessary or incidental materials and labor to complete the work, including documentation of the exact location, to the satisfaction of the Engineer.

The resetting of existing bound disturbed by the Contractor shall not be considered for payment.

ITEM 748.	MOBILIZATION	LUMP SUM
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DESCRIPTION

This item shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of all contractor's field offices, buildings, and other facilities necessary for work on the project and all other work and operations which must be performed or for costs which must be incurred prior to beginning work.

METHOD OF COMPLIANCE

(a) The Contractor is to make a video tape and/or photographic record as may be required as the construction activities progress, for the purpose of documenting all decrepit, and/or extraordinary points of concern. All video and picture making shall be done on foot and shall not be 'shot' from a vehicle.

The Contractor is to coordinate and make accommodations for all work performed on private property in the execution of this contract, and is to further coordinate, arrange and/or make accommodations for the performance of all second party utility work which may be required in order to complete the work required under this contract.

The Contractor is responsible for the scheduling and coordination of all Police services under this item, however the actual cost of Police Services will be paid for under the appropriate item in this contract.

Under this item the Contractor will be required to attend informational meetings, typically one for the general public when deemed necessary, and several with the City of Newton administration in order to discuss and subsequently address all points of concern, including but not limited to a Preconstruction Conference and Progress Conference(s) and inspection walk-throughs.

Under this item the Contractor is responsible for processing all the necessary paperwork in the execution of this contract, as well as providing and distributing, on a format pre-approved by the Engineer, informational fliers and/or verbal notifications to abutters and/or other concerned parties, to convey important messages as the project commences and as it progresses and such work shall be undertaken and completed at the direction of the Engineer.

(b) Under this item the Contractor shall comply with all special procedural and/or other site specific directives to ensure a structured and efficient execution of this contract. In addition, and from time to time, the Contractor shall also be required to accommodate and comply with other special requests so that the needs of the general public, abutters, and/or other City of Newton agencies are addressed swiftly and appropriately.

(c) The Contractor is to coordinate with the Engineer in making a video tape and/or photographic record of all existing conditions and/or points of concern prior to the commencement of construction activities, or as otherwise may become necessary as the construction activities commence, for the purpose of documenting all decrepit, and/or extraordinary points of concern or interest. This video record shall be made by the Contractor and a copy, or a secondary video tape, shall be delivered to the Engineer.

As the project commences the Contractor may opt to make a photographic record in lieu of a videotape but only to supplement the preconstruction sideline video survey, and only when a photographic record is deemed necessary and sufficient by the Engineer and/or the Contractor.

Videos and/or photographs are to be taken and delivered to the Engineer in such a manner that the subject matter can be clearly seen, and in such a timely manner that the collected information is not lost. The video and/or photographs are to be made on foot via a hand-carried camera.

The Contractor is to give ample notice prior to performing certain extraordinary construction related activities on private lands (i.e. walls, steps etc.), and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity and/or as directed by the Engineer. This notification shall be made in writing on a format acceptable to the Engineer, with said notices being posted at the subject address in a location nearest to the regular mail delivery location. The decision to post notices will be at the discretion of the Engineer in the field.

Under this item the Contractor shall comply with all local, state and Federal laws.

(d) Under this item the Contractor shall continually coordinate with the Engineer for the purpose of verifying and/or approving all demolition/excavation/disposal quantities, and/or for having all newly delivered/installed material(s) quantified before, during and/or after their installation. No quantities shall be paid unless verified and/or approved by the Engineer.

MEASUREMENT AND PAYMENT

Work under this Item shall be made at the Contract unit price bid per the lump sum price for all work required to complete the tasks described as part of this specification throughout the entire term of the project.

The first payment of one third of the lump sum price for Mobilization will be made on the first application for payment. The second payment of one third of the lump sum price for Mobilization will be made on the second application for payment. The third payment of one third of the lump sum price for Mobilization will be made on the third application for payment. Upon completion of all the work on the project, payment of any amount bid for Mobilization in excess of the total amount previously paid, will be paid.

<u>ITEM 751.</u>	<u>LOAM BORROW</u>	<u>CUBIC YARD</u>
<u>ITEM 765.</u>	<u>SEEDING</u>	<u>SQUARE YARD</u>

DESCRIPTION

The work under these Items shall be in accordance with Subsections 751 and 765 of the MassDOT Standard Specifications and the following:

Work includes the placement of approved loam borrow, lime, fertilizer, and hydro-seeding to restore all disturbed grassed areas as authorized by the Engineer.

CONSTRUCTION METHOD

Loam Borrow shall meet with Material Specifications M1.07.0. Loam Borrow shall pass a 3/8" screen and laid in a minimum depth of 4" after compacted and shall be free of grass and other unsuitable. The placement of new loam borrow shall be as follows.

In new areas or areas of significant disturbance, loam borrow shall be placed with a minimum depth of four (4) inches after compaction. In existing grass areas to remain, or where there is minimal disturbance to the surface, depressions shall be filled and a top dressing of loam borrow shall be applied to a general depth of one (1) inch after compaction. Prior to the application of the top dressing, the Contractor shall be required to mechanically aerate these areas by a means acceptable to the Engineer. Loam Borrow shall be used to fill depressions and shape the surface to provide for proper flow of drainage, as well as enhance the general appearance of these grassed areas. Areas adjacent to curbs and other such hard surfaces shall be pre-worked and tapered down one (1) to two (2) inches so as to allow the top dressing to end up flush with the hard surface.

Lime shall be ground limestone containing not less than 95% calcium and magnesium carbonates. Lime shall be applied at a rate of 75 to 100 lbs. per 1,000 square feet prior to seeding.

Hydro seeding shall conform to the requirements of Section 765.65. The hydro seed mixture shall be applied at a rate sufficient to promote lush rapid growth of grass. Fertilizer shall be a complete commercial fertilizer, 10-20-20 grade. Fertilizer in the hydro-seed mixture shall be applied at the rate of 30 lbs. per 1,000 square feet and seed in the hydro-seed mixture shall be applied at a rate of at least 120 lbs. per acre or three (3) lbs. per 1,000 square feet.

The Contractor shall be responsible for watering the hydro seeded areas daily for a minimum of two (2) weeks or until the grass has become established.

MEASUREMENT AND PAYMENT

Payment under Item 751 shall be the Contract Unit price bid per cubic yard, which price shall be full compensation for preparing surfaces including fine grading and compaction of existing subgrade; furnishing, placing, raking, shaping and tamping new loam borrow; and furnishing and applying lime.

Payment under Item 765 shall be the Contract Unit price bid per square yard, which price shall be full compensation preparing the loam surface, furnishing and applying hydro-seed, inclusive of fertilizer, as well as the maintenance of hydro-seeded areas as noted above.

Payment shall be made as follows: 85 percent of the complete installed quantity will be paid at the time of initial seeding. The remaining, 15 percent, will be paid when the newly seeded areas have been accepted by the Engineer.

Unless otherwise approved by the Engineer, surfaces disturbed outside the limit of work line shown on the plans for the Contractor's convenience, shall be restored as specified herein, at the Contractor's own expense.

ITEM 824.211 RECTANGULAR RAPID FLASHING BEACON (SOLAR) LS

DESCRIPTION

The work under this item shall conform to the relevant provisions of Section 800 of the Standard Specifications and the following. The work shall include furnishing and installing a solar-powered, pedestrian-actuated, rectangular rapid flashing beacon (RRFB) system at the locations shown on the plans and in accordance with the details shown on the plans. RRFBs are intended to provide supplemental warning to approaching vehicles of the potential for pedestrians to be crossing in an adjacent crosswalk.

MATERIALS

An RRFB system shall, at a minimum, consist of the following items, which shall be included in the lump sum bid:

- (2) Concrete foundations;
- (2) 15' traffic signal posts (painted gloss black) and pedestal base (painted gloss black);
- (2) APS pushbutton systems;
- (4) dual rectangular yellow LED beacons in NEMA enclosures;

- (2) 9"x12" R10-25 (PUSH BUTTON TO TURN ON WARNING LIGHTS) signs;
- (4) 30"x30" W11-2 (Pedestrian Warning); substitute W11-15 or S1-1 signs as shown on the plans
- (2) 24"x12" W16-7pR and (2) 24"x12" W16-7pL (Diagonal Downward Arrow) signs;
- (2) solar panels;
- (2) NEMA Type 3R or higher enclosures to house:
 - Electrical components, including wiring and solid-state circuit boards;
 - On-board user interface;
 - Battery; and
 - Frequency hopping spread spectrum (or other alternate FCC approved) wireless activation unit with a minimum 150' range; and
- All mounting and supporting hardware and wiring required to complete a working system.

RRFB controller and LED beacons, APS pushbutton systems, and traffic signal posts and pedestals shall be listed on the Qualified Traffic Control Equipment List. Pedestals shall be cast iron.

The light intensity of the LED beacons during daytime conditions shall meet the minimum specifications of Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January, 2005. An automatic signal dimming device shall be included to reduce the brilliance of the LED beacons during nighttime conditions.

All signs shall be MUTCD-compliant. R10-25 signs shall have a black border and legend on a white background. W11-2, W16-7pR and W16-7pL signs shall have a black border and legend on a fluorescent yellow-green background. All sign sheeting materials shall be per Subsection 828.41.

R10-25 signs may be integrated into the APS pushbutton system as a single unit or mounted separately on Type A aluminum.

W11-2, W16-7pR, W16-7pL signs shall be Type A aluminum per Subsection 828.42.

Any proprietary software required for the programming and/or operation of the system shall be included at no additional cost.

The solar panels shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45° to 60° and each assembly shall be mounted on a 360° rotatable pole cap mount to facilitate adjustment for maximum solar collection and optimal battery strength. The solar panel assemblies shall be rated for 90 mph wind conditions.

The batteries shall conform to Battery Council International specifications and have a capacity allowing up to 30 days of autonomy without sunlight and varying with ambient temperature and number of activations. The batteries shall be rated for a minimum lifespan of 3 years. Batteries shall be replaceable independent of other components.

The solar panels and battery shall have a minimum operating temperature range of -40° to 122°F (-40° to 50°C).

The Contractor shall provide shop drawings and calculations to confirm solar panel sizing and battery/solar energy storage will meet the functional requirements of the system.

Functional Requirements

The RRFB system shall remain dark until pedestrian actuation.

Upon actuation, all LED beacons shall activate and flash in a rapidly flashing sequence. Each sequence shall last 800 milliseconds and there shall be 75 sequence per minute. The sequence shall be the same for each pair of LED beacons in an enclosure and shall be as follows:

1. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

2. Both RRFB indications shall be dark for approximately 50 milliseconds.
3. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
4. Both RRFB indications shall be dark for approximately 50 milliseconds
5. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.
6. Both RRFB indications shall be dark for approximately 50 milliseconds.
7. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
8. Both RRFB indications shall be dark for approximately 50 milliseconds.
9. Both RRFB indications shall be illuminated for approximately 50 milliseconds.
10. Both RRFB indications shall be dark for approximately 50 milliseconds.
11. Both RRFB indications shall be illuminated for approximately 50 milliseconds.
12. Both RRFB indications shall be dark for approximately 50 milliseconds.

The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 seconds.

All RRFBs within the system shall commence and cease operation simultaneously.

The length of the flashing cycle upon actuation and the minimum allowable time between actuations shall be per the plans. These settings shall be user-programmable through the on-board user interface. No-fee wireless (Wi-Fi, Bluetooth, etc.) may be used as alternative programming method.

Each APS pushbutton shall have a tactile arrow and locator tone. The tactile arrow shall be oriented to point in the direction of the crosswalk. The locator tone shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. The locator tone shall be set 2 to 5 dBA above ambient sound, shall automatically adjust intensity, but cap at a maximum volume of 100 dBA. The tone shall be audible whenever the LED modules are not active.

Upon activation of the LED modules, a speech message shall state, "Yellow lights are flashing." This message shall be stated twice. No vibrotactile or percussive indications shall be used.

If a pushbutton is pressed before the minimum time between actuation intervals is met, a speech message shall state, "Wait," and the locator tone shall resume until the LED modules activate.

RRFB Post and Bases

RRFB posts and bases shall be per City standards and shall match (i.e., style and color) and shall meet or exceed the following requirements:

Post bases -

- Style: 35275
- Height: 9.75"
- Base: 15"
- Material: Two-Piece Clamshell, Aluminum Casting
- Finish: TGIC Powder coat Gloss Black

Note: Prior to ordering posts / bases the Contractor shall confirm the above with the City.

New signal base foundations shall not obstruct a sidewalk or crosswalk so that passage by physically challenged persons is impaired and installation shall be in compliance with ADA/AAB standards. Sidewalk extensions shall be provided when needed in order to maintain minimum ADA/AAB compliance.

The new pedestal posts on new foundations may utilize either precast or cast-in-place cement concrete pedestal post foundations constructed in conformance with the MassDOT Standard Drawings.

No separate payment will be made for work considered incidental to the excavation, including but not limited to, pedestal post foundations, dewatering, etc. but all costs in connection therewith shall be included in the lump sum bid price for Item 816.01.

CONSTRUCTION METHOD

No work shall commence until the shop drawings are approved. Layout and design of the RRFB system shall conform to the plans.

Foundation installations shall be per Subsection 801.62. The top of the foundations shall be ¼” to 1” proud of the sidewalk and chamfered at 45 degrees. Gaps between the sidewalk and foundations shall be no larger than ¼” and grouted with performed joint filler.

The Contractor shall diagnose and replace any part of the pedestrian activated warning system that is found to be defective in the workmanship, material, or manner of functioning within six months of final acceptance by the Engineer. This requirement does not supersede the one-year warranty period on materials specified in Subsection 815.20.

MAINTENANCE

It shall be the responsibility of the Contractor to provide all labor, equipment and material required for the total maintenance and repair of all proposed RRFB equipment, including damage by automobile accidents until final completion and acceptance of the project, unless otherwise specified under Subsection 7.17 “Traffic Accommodation: of the Standard Specifications as amended, in which case Subsection 7.17 will govern. These provisions will apply to the RRFB locations included as part of this construction Contract from the date of written notice given to the Engineer that the Contractor will work on or adjacent to the proposed RRFBs until the date when the City accepts the complete project. Maintenance costs for the RRFBs shall be paid by the City following acceptance by the City.

MEASUREMENT AND PAYMENT

Rectangular Rapid Flashing Beacon (Solar), Location 1 will be paid for at the Contract unit price per lump sum, respectively, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 832.WARNING, REGULATORY, AND ROUTE MARKER ALUMINUM PANEL (TYPE A) SQ FOOT

DESCRIPTION

Work under this item shall be in accordance with Subsections 828 and 840 of the MassDOT Standard Specifications as well as the Manual on Uniform Traffic Control Devices (MUTCD), and the following:

This item shall consist of removing and disposing or stacking existing signage and posts, furnishing materials and the installation of new signs and hardware.

SUBMITTALS

A minimum of thirty (30) days prior to the start of any construction activity, the contractor shall submit shop drawings for the street signs to the City for review and approval.

MATERIALS

Sign panels shall be made of Aluminum Type A. All hardware shall be Aluminum. Retro-Reflective sheeting shall be Type IV, or higher. The Contractor shall apply the legend using electrocure films, screen printing, or color printing in keeping with manufacturer’s specifications in accordance with warranty information.

MEASUREMENT AND PAYMENT

Payment under these items shall be made at the Contract Unit Price bid per Square Foot, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work, including but not limited to removal and disposal or stacking of the existing signage, coordination of proposed signage location, style, size with the Engineer, furnishing materials and the installation of new signs and hardware in accordance with these specifications.

ITEM 847.1 **SIGN POST W/ BREAKAWAY ANCHOR/ASSEMBLY** **EACH**

DESCRIPTION

Work under this item shall be in accordance with Subsection 840 of the MassDOT Standard Specifications as well as the Manual on Uniform Traffic Control Devices (MUTCD) and the following:

This item shall consist of furnishing materials and the installation of new sign posts and hardware.

MATERIALS

Sign posts shall be Standard Ground Mounted Sign Supports with a Breakaway Design, be painted Semi-gloss in a color to be approved by the Engineer, and be in compliance with City Specifications.

MEASUREMENT AND PAYMENT

Payment under this item shall be made at the Contract Unit Price bid per Each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work, including but not limited to, coordination of proposed signage location, size with the Engineer, furnishing materials and the installation of new posts in accordance with these specifications.

ITEM 852.01 **TEMPORARY TRAFFIC CONTROL** **LUMP SUM**

DESCRIPTION

Work under this item shall be in accordance with Subsection 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), and the following:

The Contractor shall furnish, erect, maintain, wash, move, adjust, repair, relocate, re-erect, and store all temporary construction signs, sign mountings, portable barricades, traffic cones, reflectorized drums, delineators, temporary pavements markings or markers, and other warning devices when, where, and as specified or as directed by the Engineer.

CONSTRUCTION METHOD

Temporary Traffic Control devices shall cover all work related to the furnishing, installation, maintenance, and movement of traffic protective devices on the project.

The Contractor shall provide a sufficient number of signs and other warning devices as required by the nature of the work as determined by the MUTCD and/or the Engineer. Devices that do not meet or exceed MUTCD standards will not be considered an acceptable means for temporarily controlling traffic.

When, in the opinion of the Engineer, the sign or device shall be so severely damaged as to warrant replacement, the Contractor shall provide a new device that shall be deemed to be included in this item without additional compensation.

The Contractor shall keep all signs, barricades, and other protective devices in proper position, clean, and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials and equipment, and spoil are not allowed to obscure any sign, lights, or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic. All signs and markers shall indicate actual conditions existing and shall be moved, removed, or changed immediately, as conditions require. When construction is not in progress, all unnecessary signs will be adequately covered.

No work is to be undertaken until the Contractor has established construction signs and/or safety devices around and about the project zone periphery. To that end the Contractor shall not commence operations until he has verified that semi-permanent signs (i.e. ‘Road Under Construction’) and/or daily signing (i.e. ‘Detour’) has been appropriately established. The Contractor shall be responsible for establishing supplemental signage, and/or safety devices, as he deemed necessary in order to further provide for the safety of the pedestrian and the motoring public, as well as for affording the opportunity to move the construction process forward without interruption.

Under this clause the Contractor shall work closely with the Engineer in order to coordinate the signing activities in a timely and reasonable manner. Said devices shall conform to the Temporary Traffic Control section of the most recent version of the Manual on Uniform Traffic Control Devices (MUTCD). Further, due to the nature of this work, the Contractor shall be required, from time to time, to erect, move, relocate, repair, and/or to remove at days end, any site sign in order to either expedite his work or to otherwise accommodate the safety and/or delineate the project zone and/or its active or inactive detour status and route line, and this work shall be done either at his discretion and/or at the request of a City of Newton Agent(s) or Officer. Non-compliance with any such request, as herein described, shall be grounds for the City to halt work until such remedial measures have been taken, and any such loss of time by the Contractor shall be at his own expense. Any devices provided which are lost, stolen, destroyed or deemed unacceptable while their use is required on the project shall be replaced without additional compensation.

The lump sum for this item shall include full compensation for all labor, equipment, materials, and incidentals needed to complete the following:

1. Fabricating, furnishing, erecting, maintaining, removing, and relocating the traffic management devices for the overall project during construction activities, complete-in-place, as directed by the Engineer.
2. Providing additional traffic management devices to provide a clear and visible traffic control through the project area, if required.
3. The Contractor shall be required to reposition the traffic control devices as many times as necessary to ensure the safe passage of vehicular traffic and pedestrians. Supplemental signs and traffic control devices directing traffic around and/or through the work zones shall be supplied as operations require or as directed by the Engineer. Payment for these traffic control measures shall be included, as part of this item and no additional payment will be made.
4. At a minimum, traffic control shall include the following:
 - a. Temporary Traffic Control Signs including detour signs as required.
 - b. Channelizing Devices including drum barricades and/or traffic cones.
 - c. Type III Barricades.
 - d. Temporary Barriers.
 - e. Temporary Pedestrian Bypass.
5. Other work, whether direct or incidental, associated with the traffic control not specifically identified herein.
6. The City of Newton requires that all work zones maintain a safe pedestrian access route around or through individual work sites that is ADA accessible during the execution of this contract.
 - a. Sidewalks – when repairing, installing, adjusting sidewalks and/or curbing the Contractor may only work on one side of the roadway at a time. This allows the opposite side of the roadway to be used for safe pedestrian access. Proper signage must be positioned as directed by the Engineer (see d. below)
 - b. ADA Access Ramps – only one ADA ramp may be excavated/worked-on at a time at any intersection. Only after the initial ADA ramp is made pedestrian and ADA accessible (see e. below) may a second ADA ramp be worked on.
 - c. Temporary Ramps – if required for safe access, the Engineer may require temporary ADA compliant HMA access ramps.
 - d. The Engineer will identify the proper location for appropriate signage to direct pedestrians safely around any active work area. Signage will include “Sidewalk Closed Ahead – Cross Here” signs (with the appropriate directional arrow) and “Sidewalk Closed” signs. The signs must be stable and not prone to falling over.
 - e. Temporary Safe Access – placement of HMA or dense grade material compacted as directed by the Engineer may be used to obtain a suitable smooth stable base for temporary pedestrian access prior to placement of concrete.

7. The Contractor shall furnish, apply, maintain and remove temporary white and yellow reflectorized pavement markings and temporary raised pavement markers during construction and maintenance operations. Paints used for temporary pavement markings shall be lead free, conform to M7.01.23 and M7.01.24 and meet the retro reflectivity requirements of the MUTCD for a period of 90 days. Final determination as to pavement marking quality shall be made by the Engineer. The Contractor shall supply a retro reflectometer for this purpose. The colors of the marking materials shall be the standard highway colors of white or yellow and as outlined in the MUTCD. Temporary Raised Pavement Markers shall conform to M9.30.6: Temporary Raised Pavement Markers.
8. The Contractor will receive the following checklist for their use to maintain adequate pedestrian access during construction:

Pedestrian Considerations in the Field

Construction/Maintenance/Utility

- ❑ Public notices for construction projects include information about pedestrian closures and detours with specific outreach to organizations representing people with disabilities.
- ❑ Construction phasing considers continuous access through or around the impacted area. For example, removing curb ramps at all four corners of an intersection simultaneously will reduce access.
- ❑ TPARs are readily accessible and usable by individuals with disabilities, to the maximum extent feasible, and infeasible items are documented.
- ❑ The path is maintained and clear of debris and other items that may obstruct pedestrian access. Temporary routes and ramps are stable with non-slip surfaces.
- ❑ At intersections, pedestrian access is controlled, and traffic control devices provide advance notification of sidewalk closures and guidance to safe crossing locations including audible messages.
- ❑ The pedestrian signal head is clear of visual obstructions such as fencing and/or equipment.
- ❑ Additional signing/markings are installed, and transit stops are added or relocated, as necessary.
- ❑ Physical barriers separate pedestrians from vehicular traffic, and protective features are installed as needed.
Pedestrians are protected from the work space with barricades detectable by cane, and barricades are continuous, stable, and non-flexible.

Field Device Criteria: Consider barricades with a solid toe rail covering an area 1.5 to 6 inches above the ground. The top of the barricade should be 36" to 42" in height with diagonal strips having at least 70% contrast. Also see MUTCD references listed above for additional detail.

- ❑ Signs are adequately placed so that pedestrians are not confronted with mid-block obstacles on or above the TPAR. Signs and other devices mounted lower than 7 feet above the TPAR do not project more than 4 inches into the accessible path. Information on signs is communicated to pedestrians with visual or other disabilities.
- ❑ Temporary traffic signals are modified or installed, including pedestrian signals and push buttons, as necessary. Ensure pedestrian clearance times adequately account for walking speeds and travel distances. Ensure that push buttons are accessible to pedestrians with disabilities.
- ❑ Inspections include pedestrian accommodations during construction, and an appropriate timeline for inspection is being followed.
- ❑ Traffic control devices and the pedestrian area are in well-maintained and safe condition and are accessible, clean, sturdy, firm, smooth, continuous, detectable, and do not pose tripping hazards.



ADA approved pedestrian barrier



Temp. Asphalt ramp & temp cross walk painted



Pedestrian bypass with jersey barriers in roadway next to work zone



Temporary accessible sidewalk during construction



Sign for pedestrians to cross to opposite side of the street due to sidewalk closure



Temporary pedestrian traffic controls at limit of work where sidewalk is closed

MEASUREMENT AND PAYMENT

Payment under this item shall be by the Contract Unit Price bid per Lump Sum. If, after notice by the City, signage is determined to be inadequate, the City may withhold payment on this item until it is addressed satisfactorily by the Contractor. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment associated with (but not limited to) furnishing temporary ramps, temporary safe access, erecting, maintaining, washing, movement, adjustment, repair, relocation, re-erection, storing of all temporary construction signs, sign mountings, portable barricades, traffic cones, delineators, drum barricades, channelizing devices, temporary pavement markings or markers, and all other devices, clean-up, legal disposal of all materials, and all other incidentals required to finish the work, complete and accepted by the Engineer. Any damage shall be the Contractor's responsibility.

ITEM 854.1	PAVEMENT MARKING REMOVAL	SQUARE FOOT
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DESCRIPTION

The work under this item consists of furnishing services to remove existing pavement markings in accordance with the specifications and the Massachusetts Department of Transportation Standard Specifications Subsection 850 and the following:

This Item shall consist of obliterating pavement markings within the limits of the final roadway application materials.

CONSTRUCTION METHOD

Pavement marking removal methods shall not cause damage to the pavement or cause drastic change in texture, which could be construed as delineation at night, and shall be approved by the Engineer.

MEASUREMENT AND PAYMENT

Compensation for Pavement Marking Removal will be at the contract unit price per Square Foot. The unit price shall include full compensation for all labor, materials, tools and equipment, to remove pavement marking, and legally dispose of debris which includes sweeping and cleaning of pavement, and to furnish all incidentals necessary to complete the work under this Item, as directed by the Engineer, and as specified herein.

ITEM 856.12	PORTABLE CHANGEABLE MESSAGE SIGN	DAY
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DESCRIPTION

The work described for this item shall be in accordance with Subsection 850 of the MassDOT Standard Specifications, as well as the Manual on Uniform Traffic Control Devices (MUTCD), and the following:

Under this item the Contractor shall furnish and deploy mobile MUTCD (Manual On Uniform Traffic Control Device) compliant solar and/or battery powered electronic message signboard(s) which shall be repositioned as necessary, at the direction of the Engineer, for the purpose of notifying the General Public of project related issues. However, no signboard units are to be deployed on the project unless pre-approved, authorized and/or ordered by the Engineer in advance of their use.

CONSTRUCTION METHOD

The mobile signboard(s) shall be mounted on a towable trailer and the entire assembly is to be factory assembled as a single unit.

The signboard(s) shall be powered by a silent means only as no fuel-powered generators are to be used.

The display boards shall be approximately thirty (30”) inches high by approximately 60 inches wide and equipped with three (3) light emitting diode (LED) screens, each of which shall be of the ‘auto-dimming’ type on a black background and having full matrix capability. The ‘characters’ (the height of the alpha-numeric) shall be no less than seven (7) inches tall but in all cases, whenever possible, the height of the ‘character’ shall be maximized (typically up to 24 inches in height). Display boards shall have the capability of providing scrolling and/or flashing messages.

The units shall be fully programmable by field personnel so that the messages can be changed on an immediate basis at the direction of the Engineer.

The trailer shall be entirely tamper-proof to prevent both the unauthorized access to the programming means of the display board as well as to prevent the unauthorized movement of the trailer itself. Further, the trailer shall be secured in such a manner so as to prevent theft or vandalism.

As directed by the Engineer the signboard units shall be deployed, repositioned, supplemented and/or discontinued as often as necessary, to meet the ever-changing messaging requirements of the project, and such orders shall occur with immediacy.

As directed by the Engineer the signboard messages shall be composed, changed and/or discontinued as often as necessary, in order to meet the ever-changing messaging requirements of the project and such changes to the composition of the message shall occur with immediacy.

Signboard units shall be placed in conspicuous locations so they, as well as the messages, are easily seen, but at no time shall the units interfere with pedestrian right-of-ways nor vehicular flow. To that end the Contractor must be prepared to coordinate the siting of the units with the Engineer.

Signboards are to be ‘leveled’ with the roadway surface. Blocking, jacking and/or chocking shall be done in a responsible manner to ensure that the trailer is fully stabilized.

The Contractor is responsible for ensuring that the unit is fully operational at all times, and any repairs, reprogramming, redeployments for solar siting purposes, battery and/or bulb replacements, wholly defective units, units which are rendered unserviceable, or the like, shall be addressed and corrected with immediacy. The intent of this order is to ensure that the continuity of messages are not disrupted and that they are clear and visible at all times within the zone in which the unit is sited.

No signboard units are to be deployed on the project unless pre-approved, authorized and/or ordered by the Engineer in advance of their use.

The Engineer reserves the right to limit the size of the trailer and/or display board to the above noted type should it be deemed in the best interests of the neighborhood’s pedestrian and/or traffic flow to do so.

At no time shall any signboard deployed to the site be without a message. The intent of this order is to assure all parties that the board is fully operational while providing ‘secondary’ messaging during those periods when ‘primary’ messaging is not required. To that end, once the Engineer has declared that the unit is no longer required the Contractor shall immediately remove it from the site.

The locations of, as well as the actual messages displayed, on the two (2) electronic variable message sign boards shall be determined in the field, by the engineer, changes in which will be required as often as he / she deems necessary to properly inform the public as to critical project activities.

MEASUREMENT AND PAYMENT

The Contractor shall be paid per Calendar Day for each signboard unit approved, authorized and/or ordered by the Engineer. No payment shall be made for any Calendar Days after the Engineer has ordered that the service of the unit is no longer required.

Payment for **Item 856.12** shall be at the contract unit price per approved Calendar Day for each signboard unit authorized and/or ordered by the Engineer. The express intent, under this item is to re-use the signboards, moving the signboards from project zone to project zone as the construction operations progress, without any further additional compensation under this item. Under this item signboards are to be furnished and placed which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein.

ITEM 866.104	4" REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FOOT
ITEM 866.112	12" REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FOOT
ITEM 867.104	4" REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FOOT

DESCRIPTION

The work under these items consists of furnishing materials and the application of reflectorized thermoplastic pavement markings in accordance with these plans and specifications, Subsection 860 of the MassDOT Standard Specifications, and the following:

This Item shall consist of furnishing materials and the application of reflectorized cross walks, stop lines, diagonal lines, Arrows and white or yellow lines in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

All pavement markings shall be complete and installed **no later than 30 days** after the installation of the final roadway application materials.

MATERIALS

All materials under these items shall adhere to the appropriate items under Section 860 of the Standard Specifications, White Thermoplastic Reflectorized Pavement Markings – M7.01.03, and Yellow Thermoplastic Reflectorized Pavement Markings – M7.01.04

MEASUREMENT AND PAYMENT

The contractor shall not be paid for the gaps found in any dashed pavement applications.

Under **Items 866.104, 866.112 and 867.104** the Contractor will be paid at the contract unit price per Foot for furnishing and applying 4" Reflectorized White lines, 12" Reflectorized White lines, and 4" Reflectorized Yellow lines complete in place, which unit price shall include full compensation for all labor, materials, tools, equipment and all incidentals necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein.

ITEM 874.2	TRAFFIC SIGNS REMOVED AND RESET	EA
ITEM 874.51	TRAFFIC SIGNS REMOVED AND DISCARDED	EA

DESCRIPTION

The work described for these items shall be in accordance with Subsection 840 of the MassDOT Standard Specifications, as well as the Manual on Uniform Traffic Control Devices (MUTCD), and the following:

Work under this item shall consist of removing and disposing or stacking or resetting existing signage and posts, furnishing materials, and the installation of new street name signs and hardware.

CONSTRUCTION METHOD

Signs, attachment hardware and sign support posts shall be satisfactorily stored and protected until reset in the proposed work.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new materials at no additional cost to the City. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

MEASUREMENT AND PAYMENT

Payment for traffic signs removed and reset or removed and discarded shall be made at the Contract unit price bid per each, which price shall include all labor, material, equipment, and incidental costs required to complete the work to the satisfaction of the Engineer.

ITEM 999.01 MISCELLANEOUS WORK ALLOWANCE ALLOWANCE

DESCRIPTION

The intent of this section is for work and materials which are unique in nature and rendered as a direct request of the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the "Miscellaneous Work Allowance".

The sum to be allowed for the work of this item shall be up to 5% of the total contract cost. All work under this item shall be paid for by one or more or a combination of the following methods at the City's discretion:

1. Unit prices for this project.
2. An agreed lump sum.

MEASUREMENT AND PAYMENT

Payment for work completed under **Item 999.01** shall be as specified above, in full or in part, as pre-approved by the Engineer.

ITEM 999.02 ALLOWANCE FOR PAYMENT OF TRAFFIC CONTROL OFFICERS ALLOWANCE

DESCRIPTION

The Contractor shall include in his bid an allowance for payment of traffic control officers as approved by the Engineer. This allowance will be used as a basis for comparison of bids only.

Under this item the Contractor shall be responsible for ordering, and for canceling details on a day-to-day basis. In the event the Contractor has ordered police details and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail.

The Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details.

In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day, then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

Uniformed Traffic Officers will be required during the construction period and shall be paid for directly by the City. It shall be the responsibility of the Contractor to arrange for the necessary police details when approved by the City for each police detail required. This request and approval may be verbal or in writing at the discretion of the City. **Forty-Eight (48) hour notice to the Police Department is required.**

The City will pay the exact charges for police details ordered, with the approval of the Engineer, by the Contractor for this project. There will be no administration fee, mark-ups, or any other additional costs paid to the Contractor.

If the Contractor fails to cancel any police detail not needed, by the required deadline, as set forth by the Newton Police Department, the cost for such detail as invoiced to the City shall be deducted from the total reimbursement to the Contractor, unless otherwise waived by the City. There will be no separate payment for the Contractor's coordination with the Police Department or City to obtain police details.

MEASUREMENT AND PAYMENT

Under Item 999.02, the Contractor shall submit paid invoices to the Engineer. The Contractor shall then be reimbursed the full invoice amount for City of Newton Police Department charges and/or, when applicable, for Massachusetts State Police charges, as full reimbursement under the allowance for payment of Traffic Control Officers.

The original invoice issued by the billing authority must be submitted to the Engineer for payment under this item.

END OF SECTION

**Bidders are responsible for downloading the specifications
from the City's web site www.newtonma.gov/bids .**