

**CITY OF NEWTON
PURCHASING DEPARTMENT**

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

**PROJECT MANUAL:
TRAFFIC CALMING & INTERSECTION IMPROVEMENTS FOR
LOWELL AVENUE AT HIGHLAND STREET / HULL STREET & LOWELL
AVENUE AT AUSTIN STREET**

INVITATION FOR BID #23-59

Bid Opening Date: January 26, 2023 at 10:00 am

JANUARY 2023

Ruthanne Fuller, Mayor

**CITY OF NEWTON
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**TRAFFIC CALMING AND INTERSECTION IMPROVEMENTS FOR LOWELL AVENUE AT
HIGHLAND STREET /HULL STREET AND LOWELL AVENUE AT AUSTIN STREET**

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BID PLANS (ATTACHED AS SEPARATE PDF)

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

INVITATION FOR BID #23-59

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

TRAFFIC CALMING & INTERSECTION IMPROVEMENTS FOR LOWELL AVENUE AT HIGHLAND STREET / HULL STREET & LOWELL AVENUE AT AUSTIN STREET

Bids will be received until:

10:00 am Thursday January 26, 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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the delaine for bids. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

This Contract includes work at two separate intersections located in the City of Newton. The first is for the intersection of Lowell Avenue at Highland Street and Hull Street, and the second is for the intersection of Lowell Avenue at Austin Street.

The work includes the construction of sidewalk bump-outs, areas of minor box widening, flush and mountable medians, granite curb, milling & hot mix asphalt overlay, sidewalk & curb ramp reconstruction, drainage system modifications, installation of rectangular rapid flashing beacons (RRFBs), traffic signs, pavement marking application, and other incidental work 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 am January 12, 2023**. **Bids must be submitted with one original and two copies.**

Only contractors that have been prequalified by the Massachusetts Department of Transportation (MassDOT) in the Highway - Construction or Highway - Sidewalk & Curbing class of work, or that have an approved waiver, 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 October 31, 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(s) 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.

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

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
January 12, 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. 88 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 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 20, 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.
- 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 #23-59**.

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 #23-59," 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 Invitation for Bids. 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: **#23-59**
* NAME OF PROJECT: **TRAFFIC CALMING & INTERSECTION IMPROVEMENTS FOR LOWELL AVENUE AT HIGHLAND STREET / HULL STREET & LOWELL STREET AT AUSTIN STREET.**

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

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 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.
- 4.7 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

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 and 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/massdot-contract-price-adjustments> 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 \$3.661 per gallon, and gasoline \$2.555 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 indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids 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 88-95 below. It is the City's intent to award one contract to the responsive and eligible bidder offering the lowest Bid Total. 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.
- 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.

¹ <https://www.mass.gov/massdot-contract-price-adjustments>. MassDOT prices as of January 6, 2023.

- 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 If the City has used a proprietary specification to describe the supply listed in the specification, 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 #23-59

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:

TRAFFIC CALMING & INTERSECTION IMPROVEMENTS FOR LOWELL AVENUE AT HIGHLAND STREET / HULL STREET & LOWELL STREET AT AUSTIN 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.

Dollars and \$ _____

(Contract price shall equal the Bid Total from the Item Sheets at pp. 86-92 below.)

COMPANY NAME: _____

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

- Bidder's Qualifications and References Form, 2 pages
- Signed Bid Form, 2 pages
- Item Sheets, 6 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Certificate of Tax Compliance, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Business Category Information Form, 1 page
- 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 with 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) ensure 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.

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

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)

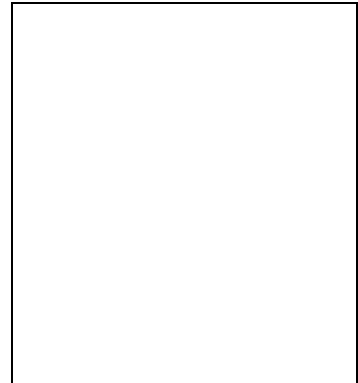
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

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

Debarment:

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

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

(Name)

(Company)

(Address)

(Address)
PHONE _____ FAX _____
EMAIL _____

Signature

Date

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

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. 23-59

Traffic Calming & Intersection Improvements Lowell Ave, Highland, Hull & Austin St

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:

**TRAFFIC CALMING AND INTERSECTON IMPROVEMENTS FOR LOWELL AVENUE AT
HIGHLAND STREET/HULL STREET AND LOWELL AVENUE AT AUSTIN 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 October 31, 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 #23-59 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:

7534R401-586005 (\$50,000)
0140180-554900 (\$450,000)

By _____

Associate City Solicitor

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

Date _____

CONTRACT & BONDS ARE APPROVED

By _____

Comptroller of Accounts

By _____

Mayor or her designee

Date _____

Date _____

CERTIFICATE OF AUTHORITY – CORPORATE

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

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

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

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

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

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

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

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

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 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 Sellor.
7. The Sellor 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 Sellor or Contractor and may result in an unenforceable claim.
13. The Sellor 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. CITY 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.

18. MASSDOT INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain throughout the term of the MassDOT Permit to Access State Highway to be issued for this project (Permit #6-2022-0248) adequate insurance coverage, to include but not be limited to the following types and amounts of coverage:

- A) The following minimum insurance coverage is required:
 - a. Workers' Compensation Insurance in compliance with applicable federal and state laws, including U.S. Longshoreman's and Jones Act coverage, and Employers Liability Insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence. The policy must be endorsed to provide that the insurer waives all rights of subrogation against MassDOT.
 - b. Automobile Liability Insurance covering owned, non-owned and hired vehicles.
 - c. Commercial General Liability Insurance including contractual liability specifically covering the Permit to be issued for this project (Permit #6-2022-0248) and personal injury coverage, written on an occurrence form.
 - d. Umbrella Liability Insurance (an excess liability policy is not acceptable). The combination of the policy limits of the underlying automobile liability and general liability policies and the umbrella liability policy shall provide overall limits of not less than \$6,000,000 (six million dollars) per occurrence.
- B) The policies listed in subsections b, c and d above must be endorsed to name "MassDOT, 10 Park Plaza, Boston, MA 02116" as additional insured.
- C) All insurance maintained by the Contractor pursuant to the MassDOT Permit shall be written by insurance companies licensed to do business in the Commonwealth. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth, written permission from MassDOT is required. All insurance companies to be used by the Contractor must have a Best's Rating of not less than A- and be reasonably acceptable to MassDOT.
- D) If requested by MassDOT in writing, the Contractor shall furnish certified copies of the aforementioned policies to MassDOT's designated representative.
- E) All insurance maintained by the Contractor shall provide that insurance for the benefit of MassDOT shall be primary and MassDOT's own insurance shall be non-contributing.
- F) The Contractor shall provide MassDOT with certificates of insurance evidencing the above referenced insurance policies prior the execution of the Permit. The certificates shall contain an unequivocal provision that MassDOT shall be given thirty (30) days prior written notice of cancellation, material change or non-renewal of the coverage.

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

MARY 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 COSTA
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Newton
Contract Number: IFB #23-59 **City/Town:** NEWTON
Description of Work: Traffic Calming & Intersection Improvements for Lowell Avenue at Highland Street/Hull Street & Lowell Avenue at Austin Street
Job Location: Lowell Ave, Highland, Hull & Austin St

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage 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 wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Issue Date: 01/05/2023

Wage Request Number: 20230105-022

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

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.63	\$7.07	\$13.22	\$0.00	\$50.92
2	65	\$30.63	\$7.07	\$13.22	\$0.00	\$50.92
3	70	\$32.98	\$7.07	\$14.23	\$0.00	\$54.28
4	75	\$35.34	\$7.07	\$15.24	\$0.00	\$57.65
5	80	\$37.70	\$7.07	\$16.25	\$0.00	\$61.02
6	85	\$40.05	\$7.07	\$17.28	\$0.00	\$64.40
7	90	\$42.41	\$7.07	\$18.28	\$0.00	\$67.76
8	95	\$44.76	\$7.07	\$19.32	\$0.00	\$71.15

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

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

Issue Date: 01/05/2023

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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

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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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 01/01/2020 \$49.07 \$12.75 \$22.41 \$0.62 \$84.85
 BRICKLAYERS LOCAL 3 (NEWTON)

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

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

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN 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"						

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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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"

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>	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:6

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

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

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

Effective Date - 09/01/2022

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

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

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2022

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

Notes:

Apprentice to Journeyworker Ratio:1:4

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

For apprentice rates see "Apprentice- LABORER"

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

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2022

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

Effective Date - 06/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <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"						

Issue Date: 01/05/2023

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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

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

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

Effective Date - 08/01/2022

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

Effective Date - 02/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <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>	01/02/2023	\$47.27	\$8.58	\$21.57	\$0.00	\$77.42

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 01/02/2023

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

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

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <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"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	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) <i>OPERATING ENGINEERS LOCAL 4</i>	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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <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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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

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)						

Issue Date: 01/05/2023

Wage Request Number: 20230105-022

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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
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
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
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
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>	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
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 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
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2022	\$48.53	\$12.28	\$19.45	\$0.00	\$80.26
	02/01/2023	\$49.78	\$12.28	\$19.45	\$0.00	\$81.51
	08/01/2023	\$51.28	\$12.28	\$19.45	\$0.00	\$83.01
	02/01/2024	\$52.53	\$12.28	\$19.45	\$0.00	\$84.26
	08/01/2024	\$54.03	\$12.28	\$19.45	\$0.00	\$85.76
	02/01/2025	\$55.28	\$12.28	\$19.45	\$0.00	\$87.01
	08/01/2025	\$56.78	\$12.28	\$19.45	\$0.00	\$88.51
	02/01/2026	\$58.03	\$12.28	\$19.45	\$0.00	\$89.76

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2022

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

Effective Date - 02/01/2023

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

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

Apprentice to Journeyworker Ratio:**

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

For apprentice rates see "Apprentice- ROOFER"

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2022

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

Effective Date - 02/01/2023

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

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <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.

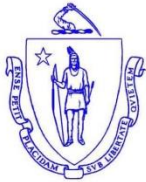
All steps are six months (1000 hours.)

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.



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

NOTICE: TO AWARDING AUTHORITIES AND CONTRACTORS

ISSUED: SEPTEMBER 1, 2006

DRIVERS WHO HAUL BITUMINOUS CONCRETE (ASPHALT)

The Massachusetts Supreme Judicial Court recently affirmed that drivers who haul bituminous concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law only while on-site at the public construction project.

In Teamsters Joint Council No. 10 v. Department of Labor, et al., 447 Mass. 100 (2006), the SJC upheld a 2001 administrative decision limiting the applicability of prevailing wage rates to the time bituminous drivers spend at the public construction site. This most recent decision of the SJC followed a 1989 ruling that had upheld an earlier Department of Labor (and Industries') policy that had deemed this category of drivers to be "teamsters" under the Law and, therefore, entitled to prevailing wage rates. See Construction Industries of Massachusetts v. Commissioner of Labor and Industries, 406 Mass. 162 (1989). However, the earlier court case had left open the question of whether this entitled these bituminous drivers to prevailing wage rates for their over-the-road time as well as their on-site time. This most recent decision has now answered that question.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to bituminous drivers for all time spent at the public construction site.

DRIVERS WHO HAUL READY-MIX CONCRETE (CEMENT)

Drivers who haul ready-mix concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law while on-site at the public construction project. This applicability determination was established by a 2001 administrative decision of the Department of Labor's Division of Occupational Safety.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to ready-mix drivers for all time spent at the public construction site.

Please feel free to contact the Division of Occupational Safety at 617-626-6953 if you have any questions. Questions about enforcement of the Prevailing Wage Law may be directed to the Attorney General's Fair Labor and Business Practices Division at 617-727-3465

The Massachusetts Prevailing Wage Law
M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

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

NOTICE TO CONTRACTORS

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

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

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

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

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

STATEMENT OF COMPLIANCE

_____, 2023

I, _____,

(Name of signatory party) (Title)

do hereby state:

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

_____ on the _____

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

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

Signature _____

Title _____

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

WEEKLY PAYROLL REPORT FORM

Company Name: _____ Prime Contractor

Project Name: _____ Subcontractor
 _____ List Prime Contractor:

Awarding Auth.: _____ Employer Signature:

Work Week Ending: _____ Print Name & Title:

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

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

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.

1. This Contract includes work at two separate intersections located in the City of Newton. The first is for the intersection of Lowell Avenue at Highland Street and Hull Street, and the second is for the intersection of Lowell Avenue at Austin Street.

The work includes the construction of sidewalk bump-outs, areas of minor box widening, flush and mountable medians, granite curb, milling & hot mix asphalt overlay, sidewalk & curb ramp reconstruction, drainage system modifications, installation of rectangular rapid flashing beacons (RRFB), traffic signs, pavement marking application, and other incidental work 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.**

- **Certificates of Insurance (one naming the City as an additional insured party, and one in compliance with the MassDOT Insurance Requirements detailed below)**
- **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 October 31, 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. CITY 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.

IV. MASSDOT INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain throughout the term of the MassDOT Permit to Access State Highway to be issued for this project (Permit #6-2022-0248) adequate insurance coverage, to include but not be limited to the following types and amounts of coverage:

- A. The following minimum insurance coverage is required:
 - a. Workers’ Compensation Insurance in compliance with applicable federal and state laws, including U.S. Longshoreman’s and Jones Act coverage, and Employers Liability Insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence. The policy must be endorsed to provide that the insurer waives all rights of subrogation against MassDOT.
 - b. Automobile Liability Insurance covering owned, non-owned and hired vehicles.
 - c. Commercial General Liability Insurance including contractual liability specifically covering the Permit to be issued for this project (Permit #6-2022-0248) and personal injury coverage, written on an occurrence form.
 - d. Umbrella Liability Insurance (an excess liability policy is not acceptable). The combination of the policy limits of the underlying automobile liability and general liability policies and the umbrella liability policy shall provide overall limits of not less than \$6,000,000 (six million dollars) per occurrence.
- B. The policies listed in subsections b, c and d above must be endorsed to name “MassDOT, 10 Park Plaza, Boston, MA 02116” as additional insured.
- C. All insurance maintained by the Contractor pursuant to the MassDOT Permit shall be written by insurance companies licensed to do business in the Commonwealth. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth, written permission from MassDOT is required. All insurance companies to be used by the Contractor must have a Best’s Rating of not less than A- and be reasonably acceptable to MassDOT.
- D. If requested by MassDOT in writing, the Contractor shall furnish certified copies of the aforementioned policies to MassDOT’s designated representative.
- E. All insurance maintained by the Contractor shall provide that insurance for the benefit of MassDOT shall be primary and MassDOT’s own insurance shall be non-contributing.
- F. The Contractor shall provide MassDOT with certificates of insurance evidencing the above referenced insurance policies prior the execution of the Permit. The certificates shall contain an unequivocal provision that MassDOT shall be given thirty (30) days prior written notice of cancellation, material change or non-renewal of the coverage.

END OF SECTION

GENERAL CONDITIONS

This Contract includes work at two separate intersections located in the City of Newton. The first is for the intersection of Lowell Avenue at Highland Street and Hull Street, and the second is for the intersection of Lowell Avenue at Austin Street.

The work includes the construction of sidewalk bump-outs, areas of minor box widening, flush and mountable medians, granite curb, milling & hot mix asphalt overlay, sidewalk & curb ramp reconstruction, drainage system modifications, installation of rectangular rapid flashing beacons (RRFB), traffic signs, pavement marking application, and other incidental work 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 Supplemental Specifications
- the latest Massachusetts Department of Transportation Construction Standard Details
- the 2006 Massachusetts Highway Department Project Development and Design Guide,
- 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 maybe affected by this contract. This shall include but not 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.

- **The objective of this project is to provide, to the extent possible, a cross slope that matches the roadway. Other criteria are as follows: Minimum profile & gutter gradient – 0.5%; New final roadway pavement shall not alter current overland drainage patterns; and apply level course of dense binder, as required to meet cross slope requirement and / or as directed by 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.**
- **The Contractor shall not be allowed to move any equipment required for the proposed work found in this contract from project zone to project zone under its own power unless prior permission is granted by the 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 two separate intersections located in the City of Newton. The first is for the intersection of Lowell Avenue at Highland Street and Hull Street, and the second is for the intersection of Lowell Avenue at Austin Street. The exact limits of work must be reviewed and delineated with the Engineer in the field prior to the Contractor beginning work. The Contractor is responsible for taking accurate measurements of actual field conditions prior to ordering proposed materials or beginning construction. Please see attached Lowell Avenue Traffic Calming Plans prepared by The Engineering Corp (21 pp.)("Plans").

ITEM SHEET

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.

**LOWELL AVENUE AT HIGHLAND STREET / HULL STREET
& LOWELL AVENUE AT AUSTIN STREET**

ITEM NO.	QTY*	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
102.02	45	AT SELECTIVE CLEARING AND THINNING FOR ROADSIDE CLEARANCE _____ PER SQUARE YARD				
102.1	85	AT TREE TRIMMING _____ PER FOOT				
102.511	3	AT TREE PROTECTION - ARMORING & PRUNING _____ PER EACH				
120.	250	AT EARTH EXCAVATION _____ PER CUBIC YARD				
121.	10	AT CLASS A ROCK EXCAVATION _____ PER CUBIC YARD				
127.1	30	AT REINFORCED CONCRETE EXCAVATION _____ PER CUBIC YARD				
142.	20	AT CLASS B TRENCH EXCAVATION _____ PER CUBIC YARD				
144.	10	AT CLASS B ROCK EXCAVATION _____ PER CUBIC YARD				
151.	133	AT GRAVEL BORROW _____ PER CUBIC YARD				
153.	10	AT CONTROLLED DENSITY FILL - EXCAVATABLE _____ PER CUBIC YARD				
156.	2	AT CRUSHED STONE _____ PER TON				
170.	375	AT FINE GRADING AND COMPACTING - SUBGRADE AREA _____ PER SQUARE YARD				

BT-1

ITEM NO.	QTY*	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
202.	1	MANHOLE AT _____ PER EACH				
204.	2	GUTTER INLET AT _____ PER EACH				
220.	9	DRAINAGE STRUCTURE ADJUSTED AT _____ PER EACH				
220.3	1	DRAINAGE STRUCTURE CHANGE IN TYPE AT _____ PER EACH				
220.7	2	SANITARY STRUCTURE ADJUSTED AT _____ PER EACH				
222.3	4	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD AT _____ PER EACH				
238.10	12	10 INCH DUCTILE IRON PIPE AT _____ PER FOOT				
269.06	25	6 INCH SLOT-PERFORATED CORRUGATED PLASTIC PIPE (SUBDRAIN) AT _____ PER FOOT				
358.	12	GATE BOX ADJUSTED AT _____ PER EACH				
415.3	1850	PAVEMENT MICRO MILLING AT _____ PER SQUARE YARD				
431.	30	HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE AT _____ PER SQUARE YARD				

BT-2

ITEM NO.	QTY*	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
451.	50	AT HMA FOR PATCHING _____ PER TON				
452.	220	AT ASPHALT EMULSION FOR TACK COAT _____ PER GALLON				
460.23	180	AT SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5) _____ PER TON				
460.31	1	AT SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC -12.5) _____ PER TON				
460.52	50	AT SUPERPAVE LEVELING COURSE - 9.5 (SLC - 9.5) _____ PER TON				
472.	1	AT TEMPORARY ASPHALT PATCHING _____ PER TON				
477.2	55	AT MILLED RUMBLE STRIP (TYPE C) _____ PER FOOT				
482.32	100	AT SAWING AND SEALING JOINTS IN ASPHALT PAVEMENT _____ PER FOOT				
482.5	300	AT SAWCUTTING ASPHALT PAVEMENT FOR BOX WIDENING _____ PER FOOT				
504.	200	AT GRANITE CURB TYPE VA4 - STRAIGHT _____ PER FOOT				
504.1	95	AT GRANITE CURB TYPE VA4 - CURVED _____ PER FOOT				
507.1	50	AT GRANITE CURB - TRAVERSABLE TYPE T-100 MODIFIED (STRAIGHT) _____ PER FOOT				

BT-3

ITEM NO.	QTY*	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
507.2	20	AT GRANITE CURB - TRAVERSABLE TYPE T-100 MODIFIED (CURVED) _____ PER FOOT				
509.	160	AT GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT _____ PER FOOT				
509.1	220	AT GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - CURVED _____ PER FOOT				
516.	2	AT GRANITE CURB CORNER TYPE A _____ PER EACH				
580.	50	AT CURB REMOVED AND RESET _____ PER FOOT				
594	625	AT CURB REMOVED AND DISCARDED _____ PER FOOT				
697.1	18	AT SILT SACK _____ PER EACH				
701.	195	AT CEMENT CONCRETE SIDEWALK _____ PER SQUARE YARD				
701.2	185	AT CEMENT CONCRETE PEDESTRIAN CURB RAMP _____ PER SQUARE YARD				
715.1	2	AT MAIL BOX REMOVED AND RESET _____ PER EACH				
748.	1	AT MOBILIZATION _____ PER LUMP SUM				

BT-4

ITEM NO.	QTY*	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
751.1	50	AT LOAM FOR LAWNS PER CUBIC YARD				
765.	320	AT SEEDING PER SQUARE YARD				
767.6	1	AT AGED PINE BARK MULCH PER CUBIC YARD				
804.3	100	AT 3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL) PER FOOT				
811.31	2	AT PULL BOX 12 X 12 INCHES - SD2.031 PER EACH				
824.221	1	AT RECTANGULAR RAPID FLASHING BEACON (AC POWER) PER LUMP SUM				
832.	60	AT WARNING-REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A) PER SQUARE FOOT				
834.12	5	AT SPRING LOADED REFLECTORIZED FLEXIBLE DELINEATOR POST PER EACH				
847.1	31	AT SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL PER EACH				
852.01	1	AT TEMPORARY TRAFFIC CONTROL PER LUMP SUM				
866.106	550	AT 6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) PER FOOT				
866.112	875	AT 12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) PER FOOT				

BT-5

ITEM NO.	QTY*	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
867.106	1250	AT 6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) _____ PER FOOT				
867.112	50	AT 12 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) _____ PER FOOT				
874.	4	AT STREET NAME SIGN _____ PER EACH				
874.2	14	AT TRAFFIC SIGN REMOVED AND RESET _____ PER EACH				
874.4	10	AT TRAFFIC SIGN REMOVED AND STACKED _____ PER EACH				
904.	6	AT 4000 PSI, 3/4 INCH, 610 CEMENT CONCRETE _____ PER CUBIC YARD				
999.01	1	AT MISCELLANEOUS WORK ALLOWANCE _____ ALLOWANCE	\$ 12,000	.00	\$ 12,000	.00
999.02	1	AT TRAFFIC CONTROL OFFICERS _____ ALLOWANCE	\$ 45,000	.00	\$ 45,000	.00

BID TOTAL _____

IN WRITTEN WORDS

BT-6

(Bid Total 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. 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.

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.

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 also meet and be maintained in compliance with the Specifications

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

CONSTRUCTION SPECIFICATIONS

SCOPE OF WORK

This Contract includes work at two separate intersections located in the City of Newton. The first is for the intersection of Lowell Avenue at Highland Street and Hull Street, and the second is for the intersection of Lowell Avenue at Austin Street.

The work includes the construction of sidewalk bump-outs, areas of minor box widening, flush and mountable medians, granite curb, milling & hot mix asphalt overlay, sidewalk & curb ramp reconstruction, drainage system modifications, installation of rectangular rapid flashing beacons (RRFB), traffic signs, pavement marking application, and other incidental work 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 Commonwealth of Massachusetts Department of Transportation Supplemental Specifications
- the latest Massachusetts Department of Transportation Construction Standard Details
- the 2006 Massachusetts Highway Department Project Development and Design Guide,
- the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) with revisions and Massachusetts Amendments,
- the MassDOT Traffic Management Plans and Detail drawings,
- the MassDOT Work Zone Safety Temporary Traffic Control,
- the 1990 Standard Drawings for Signs and Supports,
- the 2015 Overhead Signal Structure and Foundation Standard Drawings,
- the 1968 Standard Drawings for Traffic Signals and Highway Lighting,
- the latest edition of American Standard for Nursery Stock,
- the Contract Project Manual and Plans 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.

MASSDOT PERMIT TO ACCESS STATE HIGHWAY

A Permit to Access State Highway is required to perform the minor work within State Highway Layout adjacent to I-90 at the Lowell Avenue and Austin Street intersection. Issuance of the permit (Permit #6-2022-0248) is pending MassDOT's receipt of a Certificate of Insurance from the selected contractor; MassDOT Insurance Requirements are detailed elsewhere within this Project Manual. Upon issuance, the permit will become part of this Contract and the awarded Contractor shall comply with all conditions in the permit. No separate payment will be made for provision and maintenance of applicable insurance, nor for complying with the permit conditions, but all costs in connection therewith shall be considered incidental to the various contract unit bid prices.

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. The Contractor's attention is directed to the MAAB Variance attached hereto, which details allowable deviations from AAB rules, regulations, and standards at specific locations identified within the project.

All construction elements in this project associated with sidewalks, walkways, pedestrian curb 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, with the exception of the specific locations identified within the attached MAAB Variance.

Contractors shall establish grade elevations at all pedestrian 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 (Contractor to coordinate with Engineer to confirm all submittals as this list may not be deemed complete):

1. **Independent Testing Laboratory to be used**
2. **Individual Tree Protection**
3. **Gravel Borrow (Type B)**
4. **Crushed Stone**
5. **Drainage Structures**
6. **Frame and Grate (or Cover) Municipal Standard**
7. **SUPERPAVE Hot Mix Asphalt Job Mix Formula**
8. **Granite Curbing**
9. **Detectable Warning Panels**
10. **Silt Sack**
11. **Cement Concrete**
12. **Loam and Seed**
13. **Mulch**
14. **Rectangular Rapid Flashing Beacon**
15. **Signage**
16. **Pedestrian Temporary Traffic Controls**
17. **Qualifications of construction survey control personnel**

18. Name and Certification Number of the Massachusetts Certified Arborist

JOINTS (Supplementing Subsection 460.90)

The application of hot poured rubberized asphalt sealer, where required in accordance with Subsection 460.90 of the Specifications, shall be considered incidental to the work included under Item 460.23, 460.31 and 460.52.

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.

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 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 therefore.

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. Existing drainage shall not be taken out of service without prior written notice to the City.

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 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.

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 the above work shall be included under the relevant drainage item without additional compensation. Any adjustments made to new drainage structures will be included under the contract unit price for the respective structures. 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 and structure 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, removed, 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 undermined 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. as well on the weekend. 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.

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.

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 therefore. 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, islands, and bump-outs
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 and associated signing for entire length of project.

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.

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.

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.

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/massdot-contract-price-adjustments>, 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 \$3.661 per gallon, and gasoline \$2.555 per gallon.¹

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.

DEFINED TERMS (Supplementing Subsection 1.03)

¹ MassDOT prices as of January 6, 2023.

Throughout the MassDOT Standard and Supplemental Specifications, wherever the term “the Department” appears it shall be replaced with “the Owner”, which term shall be defined to mean the City of Newton, acting through its Department of Public Works.

COVID 19 GUIDELINES AND PROCEDURES

Per Subsection 5.09 – Inspection of the Work - the Contractor is required to provide assistance to the Engineer to make a complete and detailed inspection of the work. That assistance includes furnishing equipment to perform the inspection, therefore the Contractor will be required to provide CDC compliant Personal Protective Equipment (PPE) to City or City-contracted personnel field staff. The CDC compliant PPE shall consist of face masks, gloves and eye protection.

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

DESIGNER/PROJECT MANAGER

TEC, Inc.
Jonathan A. Rockwell, P.E.
(978) 794-1792

CONSTRUCTION STAKING (Supplementing Subsection 5.07)

In the first sentence of this section replace, “The Department will” with “The Contractor shall”.

Upon request by the Contractor, the Engineer will furnish information and ties for the survey baseline and benchmarks, within ten calendar days. The Contractor shall perform all survey work required to complete the Contract. The Contractor shall utilize a Massachusetts registered Professional Land Surveyor (PLS) to establish, and reestablish as required by the Engineer throughout the construction period, all benchmarks, baselines, and Right of Way boundaries. If requested by the Engineer, the Contractor shall stake out geometry points and 50-foot station locations for the construction baselines.

All survey layout, horizontal and vertical, shall be performed using a total station; GPS is not acceptable.

All costs associated with construction staking and survey are the responsibility of the Contractor and shall be considered incidental to the various contract items. No additional compensation shall be allowed therefore.

MATERIAL TESTING

The Contractor shall obtain the services of a qualified material testing company to provide in-situ compaction and other material testing as ordered by the Engineer. No separate payment will be made, and all costs associated with material testing shall be considered incidental to the various contract items.

EQUIVALENT SINGLE AXLE LOADS (ESALS)

The estimated traffic level to be used for SUPERPAVE HMA mixture designs for this contract, expressed in Equivalent Single Axle Loads (ESALS) for the design travel lane over a 20-year period, is a traffic level 2 (0.3-10.0) million 18-kip (80-kn) ESALS.

NOTICE TO OWNERS OF UTILITIES (Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one 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 be responsible for contacting the Electric Company servicing the area to obtain construction requirements, standards, and to give adequate notice of commencement of work. The Contractor's attention is further directed to the requirements of work in the immediate vicinity of certain underground structures and poles as shown on the construction plans.

NATIONAL GRID EMERGENCY TELEPHONE NUMBERS

GAS:

Emergency: 1-800-233-5325
 New Service: 1- 877-696-4743
 Customer Support: 1-800-732-3400

EVERSOURCE EMERGENCY TELEPHONE NUMBERS

ELECTRIC:

Outage/ Emergency: 800-592-2000 or 844-726-7562
 New Service: 1-888-633-3797 (1-888-need pwr)
 Customer Support: 1-800-340-9822

The following are the local contact 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) 796-1500
 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
 Verizon: Stanley Usovicz, stanley.j.usovicz@verizon.com

A list of public and private utilities can be found on the MassDOT Highway Division website at: <https://www.mass.gov/info-details/utility-contacts-by-district-and-municipality>

Select District 6 → (Newton), and then locate the utility. The Contractor shall inform the following officials in each area that he is assigned to work:
 Superintendent, DPW,
 Superintendent, Water & Sewer Department,
 Police and Fire Departments,
 Electric Department

The following are the names of owners and representatives of the principal utilities affected, but completeness of this list is not guaranteed by the Department (See above for local contacts):

Eversource Electric “A” 1165 Massachusetts Avenue Dorchester, MA 02125		Terence Doonan terence.doonan1@eversource.com 617-541-5714
National Grid Gas		Melissa Owens

40 Sylvan Road Waltham, MA 02451		Melissa.Owens@nationalgrid.com 781-907-2845
Enbridge 8 Wilson Way Westwood, MA 02090		Kathy M. Aruda Kathleen.aruda@enbridge.com 508-938-7728
Verizon 385 Myles Standish Blvd. Taunton, MA 02780		Karen Mealey Karen.m.mealey@verizon.com 774-409-3160
Water & Sewer Newton DPW 1000 Commonwealth Avenue Newton Centre, MA 02459		Tom Fitzgerald tfitzgerald@newtonma.gov 617-796-1623
MWRA 2 Griffin Way Chelsea, MA 02150		Ralph Francesconi Ralph.francesconi@mwra.state.ma.us 617-305-5827
MWRA 2 Griffin Way Chelsea, MA 02150		Kevin McKenna Kevin.McKenna@mwra.state.ma.us 617-305-5956
MBTA Document Control Group 500 Arborway Boston, MA 02130		Tyler Scott tscott@mbta.com
RCN 956 Massachusetts Avenue Arlington, MA 02476		Alex Ortiz alex.ortiz@rcn.net 781-316-8878
Comcast Cable PO Box 6505, 5 Omni Way Chelmsford, MA 01824		Wendy Brown Wendy_Brown@comcast.com 978-848-5163
AT&T 50 Mall Road – Suite 203 Burlington, MA 01803		Hayleigh Walker Hayleigh.walker@sienaengineeringgroup.com 781-221-8400
Crown Castle 80 Central Street Boxborough, MA 01719		Mark Bonanno mark.bonanno@crowncastle.com 508-616-7818
Eversource Fiber 247 Station Drive Westwood, MA 02090		Tom Fadipe Oloruntomi.fadipe@eversource.com 781-441-3864
Fire Alarm Newton Fire Alarm & Wires 1164 Centre Street Newton Centre, MA 02459		Glenn Manning gmanning@newtonma.gov 617-796-2256
Newton DPW		Lou Taverna

1000 Commonwealth Avenue Newton Centre, MA 02459		ltaverna@newtonma.gov 617-796-1020
Zayo Company 2 Royce Lane Westfield, MA 01886		Richard Moran Richard.moran@zayo.com 978-844-7525
Lumen 1025 Eldorado Blvd. Broomfield, CO 80021		Renoy Thomas relocations@lumen.com 516-712-3041

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 BID TOTAL IS THE LOWEST. THE BID QUANTITIES ARE NOT GUARANTEED, AND THEIR PRIMARY PURPOSE IS FOR THE DETERMINATION OF THE LOW BIDDER.

102.02	Selective Clearing and Thinning for Roadside Clearance	SY
102.1	Tree Trimming	FT
102.511	Tree Protection – Armoring & Pruning	EA
120.	Earth Excavation	CY
121.	Class A Rock Excavation	CY
127.1	Reinforced Concrete Excavation	CY
142.	Class B Trench Excavation	CY
144.	Class B Rock Excavation	CY
151.	Gravel Borrow	CY
153.	Controlled Density Fill - Excavatable	CY
156.	Crushed Stone	TN
170.	Fine Grading and Compacting – Subgrade Area	SY
202.	Manhole	EA
204.	Gutter Inlet	EA
220.	Drainage Structure Adjusted	EA
220.3	Drainage Structure Change in Type	EA
220.7	Sanitary Structure Adjusted	EA
222.3	Frame and Grate (or Cover) Municipal Standard	EA
238.10	10 Inch Ductile Iron Pipe	FT
269.06	6 Inch Slot-Perforated Corrugated Plastic Pipe (Subdrain)	FT
358.	Gate Box Adjusted	EA
415.3	Pavement Micro Milling	SY
431.	High Early Strength Cement Concrete Base Course	SY
451.	HMA for Patching	TON
452.	Asphalt Emulsion of Tack Coat	GAL
460.23	SUPERPAVE Surface Course – 12.5 (SSC – 12.5)	TON
460.31	SUPERPAVE Intermediate Course – 12.5 (SIC – 12.5)	TON
460.52	SUPERPAVE Leveling Course – 9.5 (SLC - 9.5)	TON
472.	Temporary Asphalt Patching	TON
477.2	Milled Rumble Strip (Type C)	FT

482.32	Sawing and Sealing Joints in Asphalt Pavement	FT
482.5	Sawcutting Asphalt Pavement for Box Widening	FT
504.	Granite Curb Type VA4 – Straight	FT
504. 1	Granite Curb Type VA4 – Curved	FT
507.1	Granite Curb – Traversable Type T-100 Modified (Straight)	FT
507.2	Granite Curb – Traversable Type T-100 Modified (Curved)	FT
509.	Granite Transition Curb for Pedestrian Curb Ramps - Straight	FT
509.1	Granite Transition Curb for Pedestrian Curb Ramps - Curved	FT
516	Granite Curb Corner Type A	EA
580.	Curb Removed and Reset	FT
594.	Curb Removed and Discarded	FT
697.1	Silt Sack	EA
701.	Cement Concrete Sidewalk	SY
701.2	Cement Concrete Pedestrian Curb Ramp	SY
715.1	Mail Box Removed and Reset	EA
748.	Mobilization	LS
751.1	Loam for Lawns	CY
765.	Seeding	SY
767.6	Aged Pine Bark Mulch	CY
804.3	3 Inch Electrical Conduit Type NM – Plastic – (UL)	FT
811.31	Pull Box 12 x 12 Inches – SD2.031	EA
824.221	Rectangular Rapid Flashing Beacon (AC Power)	LS
832.	Warning, Regulatory, and Route Marker Aluminum Panel (Type A)	SF
834.12	Spring Loaded Reflectorized Flexible Delineator Post	EA
847.1	Sign Sup (N/Guide)+Rte Mkr w/1 Breakaway Post Assembly - Steel	EA
852.01	Temporary Traffic Control	LS
866.106	6 Inch Reflectorized White Line (Thermoplastic)	FT
866.112	12 Inch Reflectorized White Line (Thermoplastic)	FT
867.106	6 Inch Reflectorized Yellow Line (Thermoplastic)	FT
867.112	12 Inch Reflectorized Yellow Line (Thermoplastic)	FT
874.	Street Name Sign	EA
874.2	Traffic Sign Removed and Reset	EA
874.4	Traffic Sign Removed and Stacked	EA
904.	4000 PSI, ¾ Inch, 610 Cement Concrete	CY
999.01	Miscellaneous Work Allowance (Eng. Discretionary Fund)	ALLOW
999.02	Traffic Control Officers	ALLOW

DESCRIPTION

Work under this item shall conform to the applicable provisions of Subsections 101.20, 101.60 and 101.62 of the MassDOT Standard Specifications and the following:

The work shall include the clearing of shrubs, brush, and limbs along the specified areas indicated on the plans, as defined below, and as directed by the Engineer to improve intersection sight distance.

Limits of Clearing

Work shall be done at all areas where existing vegetation has encroached on sight lines within the limits defined below:

All vegetation, excluding trees, shall be cleared within two areas totaling approximately 45 (forty-five) square yards outside of the existing guardrail and fence on the northeast corner and northwest corner of Lowell Avenue and Austin Street adjacent to the Massachusetts Turnpike as needed to provide adequate sight distance for turning vehicles and as shown on the plans.

All brush shall be cut as flush as possible to the existing ground surface to allow for future mowing and other maintenance activities.

Disposal of Cuttings

All cut brush, and other debris produced under this item shall be removed and disposed of as described in Subsection 101.63 of the Standard Specifications.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

Selective clearing and thinning for roadside clearance will be measured and paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

ITEM 102.1**TREE TRIMMING****FT****DESCRIPTION**

Work under this item shall conform to the relevant provisions of Section 100 of the MassDOT Standard Specifications.

ITEM 102.511**INDIVIDUAL TREE PROTECTION – ARMORING & PRUNING****EA****DESCRIPTION**

The work under this item shall conform to the relevant provisions of Subsections 101 and 771 of the MassDOT Standard Specifications and the following:

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 within the protective zone of trees to remain. Where these activities will occur or where directed, the Contractor shall take the appropriate protective measures specified herein.

Individual Tree Protection shall be installed where the plans show specific, individual trees to remain and where grading or other disturbance is shown within the drip line of these trees, where there may be any risk of damage to trees, or as required by the Engineer.

The Contractor shall be solely responsible for judging the full extent of the work requirements, including, but not necessarily limited to, any equipment and materials necessary for providing tree protection.

Incidental to this item, the Contractor shall retain the services of a Massachusetts Certified Arborist with at least 10 years of experience in tree care, including care during construction and mitigation of construction impacts. The arborist shall be responsible for making recommendations as to the specific appropriate treatment of trees within or near the work zone, and for directing, or executing, tree care operations as described herein.

Prior to any construction activities, the Contractor and Arborist shall walk the site with the Engineer and City Forester to identify which trees will require protection and to determine approved measures. The Arborist shall make recommendations as to appropriate methods to protect trees. The Engineer will have final decision as to trees and methods.

The Contractor is responsible for the protection of all existing trees and plants within and immediately adjacent to the construction area that are not designated to be removed for the length of the construction period.

The Contractor shall contact the City Forester (Marc Welch, 617-796-1516) for direction on appropriate mitigation measures regarding any large tree roots found that directly conflict the work.

SUBMITTALS

Incidental to this item, the Contractor shall provide to the Engineer one (1) copy American National Standards Institute (ANSI) Standard Z-133.1 and A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance, Part 1: Pruning. These references shall be kept by the Engineer at his office for the length of the Contract.

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

The Contractor shall submit arborist's report documenting the site walk and summarizing trees to be retained and protected (species and quantities) as well as specific recommendations for protection.

MATERIALS

Trunk protection shall be 2x4 cladding, at least 8 feet in length, clad together with wire. Alternative materials shall be at the approval of the Engineer. Alternative materials shall provide adequate protection from anticipated construction activities and shall not injure or scar trunk. Trunk protection shall include burlap to separate trunk cladding from bark.

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.

CONSTRUCTION METHODS

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 within the protective zone of trees to remain. Under this Contract, the protective zone shall be defined as 1.5 feet from the trunk per 1 inch of trunk diameter (ie. 10 inch trunk diameter tree = 15 foot protective zone). Where these activities will occur within the protective zone of trees to remain, or where required by the Engineer, the Contractor shall take the appropriate protective measures specified herein.

The Contractor shall set posts and fencing at the limits of the protective zone. Where construction activities closer to the trees is unavoidable, the Contractor shall tie branches out of the way and place wood chips to a depth of 6 inches on the ground to protect the root systems. Where construction activities will occur within 10 feet of the tree's trunk, the Contractor shall wrap the area of the trunk of the tree with burlap prior to armoring with 2x4 cladding. Cladding for tree trunks shall extend from the base of the tree to at least 8 feet from the base. Burlap shall only be used on young or

thin-barked trees and shall only cover the area of the trunk where the 2x4 cladding is in contact. Cladding and burlap shall be removed soon after the construction is complete in the area.

Where excavation within the protective zone 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 air spading and root pruning prior to, as well as during, any excavation activities.

All fencing, trunk protection, branch protection, and woodchips shall be maintained throughout the duration of the Contract, unless otherwise specified herein. Protective fencing shall be repaired and woodchip mulch replaced as required during the duration of the Contract at no additional cost.

Watering

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.

Removal of Protection

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 of off-site by the Contractor at no additional cost.

Tree Damage

The Contractor shall be held responsible for the health and survival of the existing trees in the immediate vicinity of the of the construction area. Damage that, in the Engineer's opinion, can be remedied by corrective measures shall be repaired immediately. Broken limbs shall be pruned according to industry standards. Wounds shall not be painted. Trees or shrubs that are damaged irreparably shall, at the Engineer's discretion, be replaced per the requirements of Division I of the Standard Specifications. Cost of replacement trees shall be paid by the Contractor.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Individual tree protection will be measured and paid for at the Contract unit price per each tree where protection is installed, which price shall include full compensation for all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for the services of a certified arborist, water and fertilizer, mulch, pruning, air spading and root pruning, or the subsequent removal and satisfactory disposal of the protective materials upon completion of the Contract, but all costs in connection therewith shall be included in the Contract unit price bid.

Payment under this item shall be scheduled throughout the length of the Contract: 30 percent of value will be paid upon installation, 30 percent approximately halfway through the Contract, and the remainder will be paid at the end of the Contract after completion of construction operations that would disturb plants and after the protection materials have been removed and properly disposed of off-site by the Contractor.

ITEM 120. EARTH EXCAVATION CY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 100 of the MassDOT Standard Specifications.

ITEM 121. CLASS A ROCK EXCAVATION CY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 100 of the MassDOT Standard Specifications.

DESCRIPTION

The work under this item shall include full depth removal of the 8” to 12” thick reinforced concrete slab located beneath the existing asphalt on Lowell Avenue, where it is in conflict with the proposed work. The areas where reinforced concrete excavation is anticipated are to accommodate construction of proposed medians, setting of proposed granite curbing, areas of minor box widening, and proposed drainage structures and pipe.

Any equipment necessary to protect adjacent structures will be considered incidental to this item.

During the prosecution of this work, the Engineer may reject the use of any method or equipment which causes undue vibration or possible damage to properties abutting the work, the road, or any part thereof. The Engineer shall approve all sawcut mark-out lines in areas where the reinforced concrete slab is believed to be present, prior to sawcutting and excavation, to ensure that the quantity under this item is minimized.

The Contractor shall take all measures necessary to protect pedestrian and vehicular traffic from their construction operations. No debris, tools or incidental equipment of any kind will be permitted to fall into areas where vehicular or pedestrian traffic exists. Any material that accidentally falls into such areas shall be removed immediately.

All excavated materials shall become the property of the Contractor and shall be removed from the job site and properly disposed of according to all applicable City, State and Federal rules, regulations, and requirements.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Reinforced concrete excavation will be measured and paid for at the Contract unit price per cubic yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work. The quantity paid for under this item shall be the actual volume excavated within the sawcut and excavation limits approved by the Engineer.

No separate payment will be made for the removal of hot mix asphalt above the area of reinforced concrete excavation, but all costs in connection therewith shall be included in the Contract unit price bid.

The Contractor will be compensated under Item 127.1 for excavated concrete. In no case will the Contractor be compensated under more than one item for the same excavated material. The Contractor will not be paid for the removal of any concrete beyond the limits described under this item and approved by the Engineer.

ITEM 142.**CLASS B TRENCH EXCAVATION****CY****DESCRIPTION**

Work under this item shall conform to the relevant provisions of Section 100 of the MassDOT Standard Specifications.

ITEM 144.**CLASS B ROCK EXCAVATION****CY****DESCRIPTION**

Work under this item shall conform to the relevant provisions of Section 100 of the MassDOT Standard Specifications.

ITEM 151. GRAVEL BORROW CY

DESCRIPTION

Work under this Item shall conform to the relevant provisions of Subsections 150 and 170 of the MassDOT Standard Specifications. Gravel Borrow shall conform to Material Specifications M1.03.0

ITEM 153 CONTROLLED DENSITY FILL - EXCAVATABLE CY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Subsection 150 of the Standard Specifications and the following:

Work under this item shall consist of furnishing and placing controlled density fill in mill and overlay pavement construction areas in utility trenches where normal backfill compaction cannot be achieved, and as required by the Engineer. The trench shall be backfilled with controlled density fill to a depth equal to the top of the subbase of the existing pavement structure. The trench shall then be permanently patched with hot mix asphalt to be flush with the existing roadway surface prior to pavement milling in accordance with the Pavement Notes shown on the Typical Sections and Pavement Notes plan sheet.

Controlled density fill material shall conform to Section M4.08.0. Controlled Density Fill and shall be Type 1E – Very Flowable (Excavatable) or Type 2E – Flowable (Excavatable).

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Controlled density fill – excavatable will be measured and paid for at the Contract unit price per cubic yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 156. CRUSHED STONE TN

DESCRIPTION

Work under this Item shall conform to the relevant provisions of Sections 100 of the MassDOT Standard Specifications.

ITEM 170. FINE GRADING AND COMPACTING – SUBGRADE AREA SY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Subsection 170 of the MassDOT Standard Specifications.

ITEM 202. MANHOLE EA

ITEM 204. GUTTER INLET EA

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 200 of the MassDOT Standard Specifications.

ITEM 220.	DRAINAGE STRUCTURE ADJUSTED	EA
ITEM 220.3.	DRAINAGE STRUCTURE CHANGE IN TYPE	EA
ITEM 220.7.	SANITARY STRUCURE ADJUSTED	CY

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 200 and Subsection 220 of the MassDOT Standard Specifications.

ITEM 222.3	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD	EA
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DESCRIPTION

The work under this item shall conform to the relevant provisions of Subsections 201 and 220 of the MassDOT Standard Specifications and the following:

The work shall include furnishing and installing municipal standard catch basin frames and grates or manhole frames and covers. New frames, covers, and grates shall be as shown on the City of Newton General Construction Details, as shown on the plans.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Frame and grate (or cover) municipal standard will be measured and paid for at the Contract unit price per each municipal frame and grate or frame and cover furnished and installed, complete in place, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Each frame and grate or frame and cover shall be considered as one unit.

ITEM 238.10	10 INCH DUCTILE IRON PIPE	FT
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DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 200 and Subsection 230 of the MassDOT Standard Specifications.

ITEM 269.06	6 INCH SLOT-PERFORATED CORRUGATED PLASTIC PIPE (SUBDRAIN)	FT
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DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 200 and Subsection 260 of the MassDOT Standard Specifications.

ITEM 358	GATE BOX ADJUSTED	EA
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DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 300 of the MassDOT Standard Specifications.

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 and Subsection 415 of the MassDOT Standard Specifications.

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

Work under this item shall conform to the relevant provisions of Section 400 and Subsection 430 of the MassDOT Standard Specifications.

ITEM 451.	HMA FOR PATCHING	TON
ITEM 452.	ASPHALT EMULSION FOR TACK COAT	GAL
ITEM 453.	HMA JOINT ADHESIVE	FT

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 400 and Subsection 450 of the MassDOT Standard Specifications.

ITEM 460.23	SUPERPAVE SURFACE COURSE (SSC – 12.5)	TON
ITEM 460.31	SUPERPAVE INTERMEDIATE COURSE (SIC – 12.5)	TON
ITEM 460.52	SUPERPAVE LEVELING COURSE (SLC – 9.5)	TON

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 400 and Subsection 460 of the MassDOT Standard Specifications.

METHOD OF MEASUREMENT

Items 460.23, 460.31, & 460.52 shall be measured by the ton of actual pavement quantity complete, in place and accepted by the Engineer.

BASIS OF PAYMENT

Items 460.23, 460.31, & 460.52 will be paid for at the contract unit price per ton. Unit price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 472. TEMPORARY ASPHALT PATCHING**TON****DESCRIPTION**

Work under this item shall conform to the relevant provisions of Section 400 and Subsection 472 of the MassDOT Standard Specifications.

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 and Subsection 477 of the MassDOT Standard Specifications.

ITEM 482.32**SAWING AND SEALING JOINTS IN ASPHALT PAVEMENT****DESCRIPTION**

The work under this item shall conform to the relevant provisions of Section 120 of the MassDOT Standard Specifications and the following:

The work shall consist of sawcutting, cleaning and sealing transverse and longitudinal joints in the finished asphalt pavement. The sawcut joints shall be constructed directly over the underlying cement concrete pavement that is to be overlaid and where necessary, as determined by the Engineer.

The work shall include locating and referencing the transverse and longitudinal joints of the existing cement concrete pavement that is to be overlaid and sealing the joints with a hot rubberized asphalt sealer. Joint sealing material shall be an asphalt rubber compound of the hot poured type conforming to Subsection M3.05.4 and ASTM D 3405, with minimum 15% ground reclaimed tire rubber.

The Contractor shall locate and reference the location of each transverse and longitudinal joint of the existing cement concrete pavement that is to be overlaid prior to the placement of any hot mix asphalt. The Contractor shall be responsible for the accuracy of the procedure used for locating the joints and any such methods shall meet the approval of the Engineer.

CONSTRUCTION METHODS

Do not perform sawcutting until the hot mix asphalt course has thoroughly cooled. Perform saw-cutting within seven (7) days after placement of the wearing course. Perform this work in all finished overlay areas prior to discontinuance of work due to seasonal paving limitations.

If the top course is to be placed the following Spring, due to seasonal paving limitations, all underlying courses shall receive a 1-inch deep by 1/8-inch wide sawcut to facilitate and control reflective cracking as well as to provide a means of properly referencing the sawcut to eventually be made in the top course. These sawcuts shall be made in all underlying courses within 7 days after the underlying courses are placed and before any evidence of reflective cracking has developed. Sealing of these sawcuts will not be required.

Where applicable, the transverse sawcut joints shall normally extend the full width of the pavement and shall extend into the asphalt shoulder to a distance of 2 feet beyond the edge of the underlying cement concrete pavement, unless otherwise detailed on the plans or in the proposal.

Existing transverse joints that are offset at the joint by more than 1-inch, measured between the centers of the joint cavities, shall require separate sawcuts terminating at the longitudinal joints.

The hot mix asphalt shall have aged sufficiently to allow a clean cut to be made and to withstand the eroding effects of the saw or other cutting devices.

The sawcut portion of the joint shall be made with an approved power-driven saw. The blade or blades shall be of such size and configuration that the desired dimensions of the sawcut can be made with one pass. The sawcut shall be made with an abrasive blade and sawn dry or with a diamond blade and sawn wet. If wet sawing is used, immediately flush the reservoir with water.

Wet sawed joints shall be thoroughly cleaned with a water blast to remove any sawing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity. The joints shall then be blown with air to provide dry joint surfaces prior to sealing. A Hot-Air-Lance shall be used for this operation. Dry sawed joints shall be

thoroughly cleaned with a stream of air sufficient to remove any dirt, dust, and deleterious matter adhering to the joint walls or remaining in the cavity.

The Contractor shall sawcut joints to the appropriate dimensions based on the existing pavement slab length and new overlay depth.

When the total depth of the overlay exceeds 4.5-inches, including scratch or leveling courses, make a sawcut 0.25-inches wide to a minimum depth of 2.5-inches or one-third of the total overlay thickness, whichever is greater. Saw a reservoir in the wearing course having a width of 0.5-inches.

The Contractor shall conduct his operations so that sawcutting of joints, cleaning and sealing is a continuous operation.

Traffic shall not be allowed to knead together or damage the sawed joints. Sawed joints shall be filled and cured prior to opening to traffic. Sawed joints not sealed before traffic is allowed on the overlay shall be re-sawn when sawing and sealing operations resume at no additional costs to the Owner.

After cleaning, and just prior to sealing, bond breaker tape shall be placed in the bottom of the sawcut joint. Bond breaker tape shall consist of regular masking tape or a suitable bond breaker tape designed for use with hot poured sealants. The width of the tape may be equal to but not more than 1/8th inch narrower than the width of the sawcut.

Equipment used in the performance of the work required by this section of the specification shall be approved by the Engineer and maintained in a satisfactory working condition at all times.

No joint sealing material shall be applied in wet joints or where frost, snow or ice is present nor when ambient temperature is below 45 degrees. Any given quantity of material shall never be heated at the pouring temperature for more than six hours and shall not be reheated more than once.

Workmanship

All workmanship shall be of the highest quality, and excess or spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted and will be corrected and/or replaced as required by the Engineer.

Care shall be taken in the sealing of the joints so that the final appearance will present a neat fine line. Overfilling of joints will not be allowed and spillage of the sealant shall be avoided.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Sawing and sealing joints in asphalt pavement will be measured and paid for at the Contract unit price per foot, complete in place, which price shall include all labor, materials, equipment, survey work, and incidental costs required to complete the work.

ITEM 482.5	SAWCUTTING ASPHALT PAVEMENT FOR BOX WIDENING	FT
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DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 and Subsection 482 of the MassDOT Standard Specifications.

ITEM 504.	GRANITE CURB TYPE VA4 - STRAIGHT	FT
ITEM 504.1	GRANITE CURB TYPE VA4 - CURVED	FT

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 500 and Subsection 501 of the MassDOT Standard Specifications.

ITEM 507.1	GRANITE CURB – TRAVERSABLE TYPE T-100 (STRAIGHT) MODIFIED	FT
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DESCRIPTION

The work under these items shall conform to the relevant provisions of Section 500 of the MassDOT Standard Specifications and the following:

The work shall include the furnishing and installation of granite curb - Traversable Type T-100 modified to be used for portions of the raised medians intended to be mountable, as shown on the plans and plan details.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Granite curb – traversable type T-100 modified (straight) and granite curb – traversable type T-100 modified (curved) will be measured and paid for in accordance with Subsections 501.80 and 501.81, respectively.

ITEM 509.	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT	FT
ITEM 509.1	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - CURVED	FT
ITEM 516.	GRANITE CURB CORNER TYPE A	EA
ITEM 580.	CURB REMOVED AND RESET	FT
ITEM 594.	CURB REMOVED AND DISCARDED	FT

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 500 and Subsection 501 of the MassDOT Standard Specifications.

ITEM 697.1	SILT SACK	EA
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DESCRIPTION

Work under this item shall conform to the relevant provisions of Subsection 670 of the MassDOT Standard Specifications and the following:

The work includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be sourced from ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer’s written literature and as required by the Engineer.

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 filter fabric shall 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.

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 off-site. Under no circumstance shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as approved by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Silt sacks will be measured and paid for at the Contract unit price 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 removal and disposal of the sediment from the insert, regardless of the frequency of removal and disposal, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 701.	CEMENT CONCRETE SIDEWALK	SY
ITEM 701.2	CEMENT CONCRETE PEDESTRIAN CURB RAMP	SY

DESCRIPTION

The work to be done under these items shall conform to the relevant provisions of Subsection 701 of the MassDOT Standard Specifications, City of Newton Sidewalk and Curbing Ordinance latest revision, the current Americans with Disabilities Act (ADA) regulations, as directed by the DPW Commissioner, the information contained in Massachusetts Department of Transportation Wheelchair Ramp Standards, and the following:

MATERIALS

The color of all cement concrete sidewalks and curb ramps shall meet the color specifications of the City of Newton. The color shall be "Lamp Black". The City of Newton Standard is 2.0 pounds of lamp black per cubic yard of concrete. The City shall approve a test section of sidewalk for color prior to installation. Detectable warning panels shall be used on all curb ramps. The contractor shall provide a sample of the panels to the Newton DPW Commissioner for approval. Detectable warning panels shall be "ADA Wet Set" or approved equal. The color of the panels shall be Federal Yellow.

CONSTRUCTION METHODS

All edges of excavations made in sidewalks which will be visible shall be squared by saw cutting with power-driven tools to provide a neat, clean edge for joining new sidewalks as directed by the DPW Commissioner. Ragged, uneven edges shall not be accepted. Areas which have been broken or undetermined shall be edged neatly with a minimum disturbance to remaining sidewalks.

ITEM 715.1	MAIL BOX REMOVED AND RESET	EA
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DESCRIPTION

The work under this item shall include the removal and resetting of United States Postal Service (USPS) and other designated non-residential mail boxes.

The Contractor shall coordinate with the USPS Postmaster for the City of Newton (or other owner, if applicable) for the removal, relocation and resetting of designated mailboxes. The Contractor shall carefully remove and reset the mail boxes if the USPS (or other owner, if applicable) is unable to do so, under the direction of and agreement with the USPS/owner. Final location, methods and hardware to secure the mail box in its new location shall be as approved by the USPS/owner and/or Engineer.

The Contractor shall carefully remove all existing mailboxes as shown on the Drawings and as required by the Engineer.

Mail boxes shall be satisfactorily stored and protected until reset in the proposed work. Once removed, mailboxes shall be reset thereafter as soon after as practicable; should the duration exceed 24-hours, the Contractor shall temporarily reset mailboxes as close as practical to their original location such that they are functional and accessible.

Mail boxes or related components lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new material at no additional cost. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Mail box removed and reset shall be measured and paid for at the Contract unit price 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 measures necessary to store, store, or temporarily reset mail boxes, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 748. MOBILIZATION LS

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 700 and Subsection 748 of the MassDOT Standard Specifications.

ITEM 751.1 LOAM FOR LAWNS CY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 700 and Subsection 751 of the MassDOT Standard Specifications.

ITEM 765. SEEDING SY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 700 and Subsection 765 of the MassDOT Standard Specifications.

ITEM 767.6 AGED PINE BARK MULCH CY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 700 and Subsection 767 of the MassDOT Standard Specifications.

ITEM 804.3 3 INCH ELECTRICAL CONDUIT TYPE NM – PLASTIC – (UL) FT

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 800 and Subsection 801 of the MassDOT Standard Specifications.

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 800 and Subsection 801 of the MassDOT Standard Specifications.

DESCRIPTION

All work under this item shall be in accordance with Section 800 of the MassDOT Standard Specifications, the Plans, and the following:

The work shall include furnishing and installing an AC-powered, pedestrian actuated, rectangular rapid flashing beacon (RRFB) system at the location shown in the plans. RRFBs are intended to provide supplemental warning to approaching vehicles of the potential for pedestrians to be crossing in an adjacent crosswalk.

One RRFB (for two-way indications on both sides of the roadway) shall be installed.

Location No. 1: STA 301+21 (Lowell Avenue) – Hard-wired / AC-powered

List of Major Items

An RRFB system shall, at a minimum, consist of the following items, which shall be included in the lump sum bid price for each location:

- (2) concrete foundations;
- (2) 15' traffic signal posts and pedestals (painted black);
- (2) Accessible Pedestrian Signal (APS) pushbutton systems (painted black);
- (4) dual rectangular yellow LED beacons in NEMA enclosures (painted black);
- (2) 9"x12" R10-25 (PUSH BUTTON TO TURN ON WARNING LIGHTS) signs;
- (4) 30"x30" W11-2 (Pedestrian Warning) signs;
- (2) 24"x12" W16-7PR and (2) 24"x12" W16-7PL (Diagonal Downward Arrow) signs;
- (2) NEMA Type 3R or higher enclosures to house (painted black):
 - Electrical components, including wiring and solid-state circuit boards;
 - On-board user interface;
 - 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 necessary to complete a working system (painted black).

RRFB controller and LED beacons, APS pushbutton systems, and traffic signal posts and pedestals shall be listed on the MassDOT Qualified Traffic Control Equipment List. Pedestals shall be cast iron.

Shop Drawings

Within 14 days following Notice to Proceed, the Contractor shall submit shop drawings for signal supports, a list of equipment, and manufacturer's equipment specifications to the Engineer in accordance with the relevant provisions of Subsection 815.20.

No work shall be commenced by the Contractor until approval of the shop drawings and manufacturer's data has been received in writing from the Engineer. Approval of these drawings will be general in character and shall not relieve the Contractor from the responsibility of, or the necessity of, furnishing materials and workmanship conforming to the plans and specifications.

Yellow LED Rectangular Rapid Flashing Beacon (RRFB)

The light intensity of the LED beacons during daytime conditions shall meet the minimum specifications for 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.

A pilot light shall be integrated into the housing of the dual rectangular yellow LED beacons, facing pedestrians in the crosswalk, to provide confirmation that the RRFB is in operation.

Incidental RRFB Signage

All signs attached to the RRFB assemblies shall be incidental to the lump sum bid price of the RRFB.

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, and W16-7PL signs shall be Type A aluminum per Subsection 828.42.

AC-Power Service Connection

Under Item 824.221, the service connection shown on the plans is approximate only. The Contractor shall determine exact location from the servicing utility, arrange to complete the service connection, and be responsible for all charges incidental thereto.

It shall be the Contractor's responsibility to contact the utility company. The electric company will connect and disconnect power as required. No work shall be done in manholes or on power poles without a representative of the electric company being present. The Contractor will be responsible for coordinating work with the electric company. All details for conduit, risers, wire, and meter socket, etc. shall conform to the utility company's standard at no additional costs.

The utility will provide a connection at the overhead structure and make the connection from the power source to the meter socket. The Contractor will install the conduit connecting the connection to the controller cabinet foundation. The service connection shall include a riser, weatherhead, and disconnect switch.

The Contractor shall furnish and install, or cause to be installed, all service equipment to the satisfaction of the electric utility company. It shall also be the Contractor's responsibility to pay all charges to the utility company for performing the work previously described.

Openings where cables enter the bottom of the controller cabinet, and each pull box shall be sealed with approved elastic sealing compound.

No direct reimbursement will be made under this contract to the Contractor for payments made to electric company, it being understood that full compensation for any payment made by the Contractor to the utility company will be included in the Contract unit price bid.

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 sequences per minute. The sequence shall be the same for each pair of LED beacons in an enclosure and shall be as follows: The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

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 250 milliseconds.

The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second.

All RRFBs within the system shall commence and cease operation simultaneously.

The length of the flashing cycle upon actuation shall be per the plans. These settings shall be user-programmable through the on-board user interface. No-fee wireless communication protocol (Wi-Fi, Bluetooth®, or other MassDOT-approved technology) may be used as an alternative programming method.

Testing of Grounding System

Grounding Cable - Grounding cable shall be bare copper No. 8 AWG wires. All proposed RRFB equipment shall have new cabling.

The Contractor shall perform testing of the equipment grounding system in the presence of the Engineer and City in accordance with the Standard Specifications.

Pedestrian Push Buttons

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.

RRFB shall restart the countdown timer upon each actuation, even if the button is pressed while it is already flashing. See FHWA IA-21 for additional information.

Pedestrian push button controls shall be raised from or flush with their housings and shall be a minimum of 2 inches in the smallest dimension. The force required to activate the controls shall be no greater than 5 pounds.

Pedestrian push buttons shall be located as close as practicable to the accessible ramp serving the controlled crossing and shall permit operation from a clear ground space. A mounting height of 42 inches above the finish sidewalk grade shall be used for pedestrian push buttons.

Posts and Foundations

All pedestal posts associated with the RRFB shall be painted black. The new pedestal posts shall have cast-iron transformer bases and be made of aluminum. New RRFB 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.

Signal posts and bases shall be minimum 4" diameter aluminum shafts with cast pedestal bases. Poles shall be of a length such that a minimum vertical clearance of 7 feet is achieved between the ground surface and the bottom of the sign closest to the ground surface.

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 bid price for Item 824.221.

Software and Warranty

Any proprietary software required for the programming and/or operation of the system shall be included at no additional cost.

The flasher cabinet assembly shall be warranted to be free of defects in material and workmanship for a period of three years from the date of acceptance. The Contractor will repair or replace any part of the unit which proves to be defective within the warranty period. Warranty details must be included in the submittal.

CONSTRUCTION METHODS

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 foundation shall be ¼" to 1" proud of the sidewalk and chamfered at 45 degrees. Gaps between the sidewalk and foundation shall be no larger than ¼" and grouted with preformed joint filler.

The Contractor shall diagnose and replace any part of the pedestrian activated warning system that is found to be defective in 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.

BASIS OF PAYMENT

Rectangular rapid flashing beacon, Location 1 (AC Power) shall be paid for at its respective Contract unit price per lump sum, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

The lump sum price under this item shall include furnishing and installation of standard MassDOT approved pedestal posts and bases with sizes as noted in the plans.

No separate payment will be made for furnishing, installation, or coordination related to the AC-Power service connection, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 832.WARNING – REGULATORY AND ROUTE MARKER – ALUMINUM PANEL (TYPE A) SF

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 800 and Subsection 828 of the MassDOT Standard Specifications.

DESCRIPTION

Work under this item shall conform to the relevant provisions of Subsection 828 of the MassDOT Standard Specifications and the following:

The Contractor shall furnish and install spring loaded flexible delineator posts in accordance with the manufacturer's recommendations at the locations indicated on the plans. Posts shall be MUTCD-compliant, 36" tall, yellow with retroreflective sheeting, and shall be surface mounted with a quick release mechanism.

Devices shall be sourced from Impact Recovery Systems (210) 736-4477; Uline (800) 295-5510; Ideal Shield (866) 825-8659; or approved equal.

Devices shall be sourced from or approved equal.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Spring loaded reflectORIZED flexible delineator posts will be measured and paid for at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

ITEM 847.1 SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL**DESCRIPTION**

Work under this item shall conform to the relevant provisions of Section 800 and Subsection 840 of the MassDOT Standard Specifications.

ITEM 852.01**TEMPORARY TRAFFIC CONTROL****DESCRIPTION**

Work under this item shall conform to the applicable requirements of Section 850 of the MassDOT Standard Specifications, The Manual on Uniform Traffic Control Devices (MUTCD), and/or as directed by the Engineer.

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, and other warning devices when, where, and as specified. A group of ten (10) reflectORIZED drums with sequential flashing warning lights is considered one (1) unit and will be measured by the day. Each period of up to 24 hours during which this unit is in use will be measured as one day regardless of the number of times that the drums are positioned, repositioned, removed, or returned to service.

CONSTRUCTION METHODS

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 will receive the following checklist for their use to maintain adequate pedestrian access during construction:

Pedestrian Considerations: Checklist for Temporary Traffic Control Zones

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

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, 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 866.106	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT
ITEM 866.112	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT
ITEM 867.106	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT
ITEM 867.112	12 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 800 and Subsection 860 of the MassDOT Standard Specifications.

ITEM 874.	STREET NAME SIGN	EA
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DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 800 and Subsection 828 of the MassDOT Standard Specifications.

ITEM 874.2	TRAFFIC SIGN REMOVED AND RESET	EA
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DESCRIPTION

Work under this item shall conform to the relevant provisions of Subsection 828 of the MassDOT Standard Specifications and the following:

The Contractor shall carefully remove and reset all designated existing signs including attachment hardware and sign support posts located as needed and where directed by the Engineer.

Work shall include the dismantling, removal, transporting, storing and resetting of existing traffic signs at the locations shown on the plans. The Contractor shall completely remove the sign and post and reset said sign and post at the new location. If existing sign and/or post are not suitable for reuse as determined by the Engineer, the Contractor shall provide new sign and/or post under Items 832. and/or 847.1 respectively. New attachment hardware shall be furnished as necessary to replace any missing or unusable existing hardware. Work shall also include the removal and disposal of footings up to a depth of 12 inches below the proposed surface of sidewalks and driveways as well as up to 36 inches below the proposed roadway.

Existing sign and/or post damaged by the Contractor's operations shall be replaced in-kind by the Contractor at no additional compensation.

Included under this item are warning, regulatory, and route marker signs and miscellaneous directional signs.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Traffic signs removed and reset will be measured and paid for by each traffic sign removed and reset, 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 gravel backfill or excavation and disposal of existing footings, if required, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 874.4 **TRAFFIC SIGN REMOVED AND STACKED** **EA**

DESCRIPTION

Work under this item shall conform to the relevant provisions of Subsection 828 of the MassDOT Standard Specifications and the following:

Work shall include removing, transporting, protection, temporary storage and stacking of signs, posts and hardware. The signs, posts and hardware within City Layout shall be stacked on boards for pick-up by the City of Newton Department of Public Works, as determined by the Engineer. Work shall also include the removal and disposal of footings up to a depth of 12 inches below the proposed surface of sidewalks and driveways as well as up to 36 inches below the proposed roadway.

Traffic signs determined to be unsuitable for reuse shall become the property of the Contractor and shall be removed and discarded.

The Contractor shall completely remove the sign and post. If existing sign and/or post are damaged by the Contractor's operations, a new sign and/or post of the same size and material shall be provided to the City at the Contractor's expense.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Traffic signs removed and stacked shall be measured and paid for at the Contract unit price per each, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for gravel backfill or excavation and disposal of existing footings, if required, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 904 **4000 PSI, ¾ INCH, 610 CEMENT CONCRETE** **CY**

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 900 and Subsection 901 of the MassDOT Standard Specifications.

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.

APPENDIX A

MAAB VARIANCE



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts
Division of Occupational Licensure
Office of Public Safety and Inspections
Architectural Access Board

1000 Washington St., Suite 710 Boston MA 02118
V: 617-727-0860 www.mass.gov/aab Fax: 617-979-5459

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER
AFFAIRS AND BUSINESS REGULATION

LAYLA R. D'EMILIA
COMMISSIONER, DIVISION OF
OCCUPATIONAL LICENSURE

WILLIAM JOYCE
EXECUTIVE DIRECTOR,
ARCHITECTURAL ACCESS BOARD

NOTICE OF ACTION

Docket Number V 22 153

RE: Curb Cuts , Multiple Street , Newton

On August 26, 2022 the Architectural Access Board received an application submitted by Jonathan A Rockwell . This application and all attached documentation were reviewed by the Board on September 12, 2022 .

At that meeting, the Board voted as follows:

#	Section	Result
1	21.3	GRANTED as proposed.
2	21.3	GRANTED as proposed.

PLEASE NOTE: All documentation (written and visual) verifying that the conditions of the variance have been met must be submitted to the AAB Office as soon as the required work is completed.

Any person aggrieved by the above decision may request an adjudicatory hearing before the Board within 30 days of receipt of this decision by filing the attached request for an adjudicatory hearing. If after 30 days, a request for an adjudicatory hearing is not received, the above decision becomes a final decision and the appeal process is through Superior Court.

Date: September 13, 2022
cc: Local Disability Commission
Local Building Inspector
Independent Living Center


Chairperson
ARCHITECTURAL ACCESS BOARD

	<p>Commonwealth of Massachusetts Division of Professional Licensure Office of Public Safety and Inspections Architectural Access Board</p> <p>1000 Washington St., Suite 710 • Boston • MA • 02118 V: 617-727-0660 • www.mass.gov/aab</p>	<p>Docket Number</p> <hr/> <p>(Office Use Only)</p>
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APPLICATION FOR VARIANCE

INSTRUCTIONS:

- 1) Answer all questions on this application to the best of your ability.
 - a. Information on the Variance Process can be found at: <https://www.mass.gov/guides/applying-for-an-aab-variance>.
- 2) Attach whatever documents you feel are necessary to meet the standard of impracticability laid out in 521 CMR 4.1. You must show that either:
 - a. Compliance is technologically infeasible, or
 - b. Compliance would result in an excessive and unreasonable cost without any substantial benefit for persons with disabilities.
- 3) Sign the certification on Page 8.
- 4) If the applicant is not the owner of the building or his or her agent, include a signed letter from the owner granting permission for you to apply for variance.
- 5) Serve copies of the completed application and all attachments via electronic or physical delivery based on the recipient's preference to:
 - a. Local Building Department,
 - b. Local Commission on Disability (if applicable in the town where the project is located) (A list of all active Disability Commissions can be found at: <https://www.mass.gov/commissions-on-disability>), and
 - c. The Independent Living Center (ILC) for your area.
(Your ILC can be found at: <http://www.masilc.org/findacenter>.)
- 6) Complete the Service Notice included with the Application and sign it.
- 7) Deliver the completed Application and all attachments to the Board via electronic or physical delivery:
 - a. Electronic:
 - i. Applications should be sent via email to william.joyce@mass.gov & bradley.souders@mass.gov.
 - ii. The email submission must have the subject line: Variance Application - <Address>, <City>
 - iii. The application and all attachments must be in .pdf format
 - iv. The application and all attachments should be included in a single email, except where that email would exceed 15 megabytes in size.
 - v. Please submit the \$50 filing fee via check or money order via mail to the mailing address listed above with either a cover letter or, "Variance - <Address>, <City>" in the memo line.
 - b. Physical
 - i. Applications should be sent to the mailing address listed above and must include:
 1. The completed application and all attachments.
 2. A copy of the application and all attachments on a CD/DVD (Thumb Drives will not be accepted),

3. The completed and signed Service Notice.
4. A check or money order in the amount of \$50 dollars, made out to the Commonwealth of Massachusetts.
 - ii. Please ensure that all documents included are no larger than 11" x 17".
 - iii. Incomplete applications will be returned via regular mail to the applicant with an explanation as why it was unable to be docketed.

In accordance with M.G.L., c.22, § 13A, I hereby apply for modification of or substitution for the rules and regulations of the Architectural Access Board as they apply to the building/facility described below on the grounds that literal compliance with the Board's regulations is impracticable in my case.

1. State the name and address of the building/facility:

Lowell Avenue at the intersection of Highland Street & Hull Street, and Lowell Avenue at the intersection of Austin Street, Newton, Massachusetts.

2. State the name and address of the owner of the building/facility:

City of Newton Department of Public Works

Attn: Louis M. Taverna, P.E – City Engineer

1000 Commonwealth Avenue

Newton Centre, MA 02459

E-mail: ltaverna@newtonma.gov

Telephone: 617-796-1020

3. Describe the facility (i.e. number of floors, type of functions, use, etc.):

Lowell Avenue is an Urban Collector in the City of Newton, Massachusetts. Within the project limits the existing roadway is approximately 33-feet wide with one travel lane in each direction. Land use within the project limits is primarily residential. Newton North High School borders this project on the northeast quadrant of Lowell Avenue & Hull Street.

4. Total square footage of the building/facility: Project Length is 861 SF along Lowell Avenue

Per floor: N/A

- a. Total square footage of tenant space (if applicable): N/A

5. What was the original year of construction for the building/facility?: N/A

6. Check the nature of the work performed or to be performed:

- New Construction
- Reconstruction/Remodeling/Alteration
- Addition
- Change of Use

7. Briefly describe the extent and nature of the work performed or to be performed (use additional sheets if necessary):

The proposed project includes traffic calming improvements along Lowell Avenue in Newton at the intersection of Lowell Avenue at Highland Street and Hull Street and the intersection of Lowell Avenue and Austin Street. Work includes the construction of curb bump outs, flush and mountable medians, a mill & overlay of the current roadway surface, sidewalk & curb ramp reconstruction, installation of a rectangular rapid flashing beacon (RRFB) pedestrian crossing, areas of minor box widening, signage, and pavement marking application.

8. Is the building or facility historically significant? Yes No

a. If yes, check one of the following and indicate date of listing:

- National Historic Landmark _____
- Listed individually on the National Register of Historic Places _____
- Located in registered historic district _____
- Listed in the State Register of Historic Places _____
- Eligible for listing _____
(in which registry?)

b. If you checked any of the above **and** your variance request is primarily based upon the historical significance of the building, you *must* complete the ADA Consultation Process of the [Massachusetts Historical Commission](#), located at 220 Morrissey Boulevard, Boston, MA 02125.

9. Which section(s) of the Board's Jurisdiction (see Section 3 of the Board's Regulations) has been triggered?

- 2.6 3.2 3.3.1(a) 3.3.1(b) 3.3.2 3.3.4 3.4

10. List **all** building permits that have been applied for within the past 36 months, include the issue date and the listed value of the work performed:

<u>Permit #</u>	<u>Date of Issuance</u>	<u>Value of Work</u>
N/A	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Use additional sheets if necessary.)

11. List the anticipated construction cost for any work not yet permitted or for any relevant work which does not require a permit:

The current total estimated construction cost of the project is approximately \$500,000.00

12. Has a certificate of occupancy been issued for the facility? Yes No

If yes, state the date it was issued: _____

13. To the best of your knowledge, has a complaint ever been filed with the AAB on this building or facility relative to accessibility? Yes No

a. If so, list the AAB docket number of the complaint _____

14. For existing buildings or facilities, state the actual assessed valuation of the **BUILDING/IMPROVEMNTS ONLY**, as recorded in the Assessor's Office of the municipality in which the building or facility is located: N/A

Is the assessment at 100%? Yes No

If not, what is the town's current assessment ratio? N/A

15. State the phase of design or construction of the facility as of the date of this application:

The Final Design Plans, Specifications, and Estimate (PS&E) submittal for this project has been made to the City of Newton.

16.

Request #1	Types of Attachments for this Request: <input checked="" type="checkbox"/> Floor/Site Plans, <input type="checkbox"/> Cost Estimates, <input type="checkbox"/> Photographs, <input type="checkbox"/> Test Drawings, <input type="checkbox"/> Other(s): _____
Section(s) for which you are seeking relief: <u>521 CMR 21.3</u>	
Are you seeking temporary relief <input type="radio"/> Yes <input checked="" type="radio"/> No	
If yes, when do you propose to be in compliance by: _____?	
Please describe in detail why compliance with the Board's regulations are impracticable (as defined in 521 CMR 5) for the subject of this request, and attach whatever documents are relevant to support your argument that compliance is impracticable (attach additional pages if necessary, please identify which request each attachment is in support of):	
<u><i>The City of Newton is requesting variances with paragraph 21.3 "Slope" of the 521 Code of Massachusetts Regulations (CMR) Architectural Access Board (AAB) at two (2) proposed pedestrian curb ramp locations (Ramp A and Ramp B) with transition running slopes that exceed the maximum 8.33% at the intersection of Lowell Avenue & Highland Street.</i></u>	
<u><i>All proposed curb ramps and crosswalks included in this project are shown in the Overview Plans attached to this application. Curb ramp portions that are in compliance with AAB requirements are highlighted in green and those non-compliant portions are highlighted in red. Eight (8) of the proposed twelve (12) curb ramps are in compliance and 4 (four) contain portions that are non-compliant.</i></u>	
<u><i>The goal for ramps A and B is to achieve a compliant level landing at each ramp location and minimize the resulting transition running slopes to the maximum extent possible. A variance is sought from 521 CMR 21.3 for Ramps A and B because the left transition running slope of Ramp A is proposed to be 18.5%, and the right transition running slope of Ramp B is proposed to be 18.0%; both of which exceed the maximum allowable running slope of 8.33%</i></u>	
<u><i>Both curb ramps are proposed at locations where the existing roadway gutter slopes are significantly steep (over 13% each). Any major changes to the existing gutter slopes would adversely impact the overall intersection grading as well as trigger profile changes along Lowell Avenue. Significant changes to the intersection grading would also trigger major roadway impacts, such as full depth roadway reconstruction, and major property impacts, such as retaining wall reconstruction. Major changes to the curb line geometry (such as curb bump outs) at the northwest and southwest corners of this intersection are also not feasible due to the proposed narrowing of Lowell Avenue.</i></u>	
<u><i>It should also be noted that existing ramps A and B are comprised of non-compliant level landings. The existing level landings of each of these ramps greatly exceed 2% slope, as they currently match the existing gutter slopes.</i></u>	
<u><i>The combination of the existing steep gutter slopes and proposing compliant level landings result in the side transition running slopes of 18.5% and 18.0% of ramps A and B, respectively. It should be noted that existing Curb ramp A also has no curb reveal along any portion of the ramp. The addition of adequate curb reveal also contributes to the resulting proposed 18.5% left side transition running slope.</i></u>	

Request #2

Section(s) for which you are seeking relief: 521 CMR 21.3

Are you seeking temporary relief Yes No

Types of Attachments for this Request:
 Floor/Site Plans, Cost Estimates,
 Photographs, Test Drawings,
 Other(s): _____

If yes, when do you propose to be in compliance by: _____?

Please describe in detail why compliance with the Board's regulations are impracticable (as defined in 521 CMR 5) for the subject of this request, and attach whatever documents are relevant to support your argument that compliance is impracticable (attach additional pages if necessary, please identify which request each attachment is in support of):

The City of Newton is requesting variances with paragraph 21.3 "Slope" of the 521 Code of Massachusetts Regulations (CMR) Architectural Access Board (AAB) at two (2) proposed pedestrian curb ramp locations (Ramp C and Ramp D) with transition running slopes that exceed the maximum 8.33% at the intersection of Lowell Avenue & Austin Street.

All proposed curb ramps and crosswalks included in this project are shown in the Overview Plans attached to this application. Curb ramp portions that are in compliance with AAB requirements are highlighted in green and those non-compliant portions are highlighted in red. Eight (8) of the proposed twelve (12) curb ramps are in compliance and 4 (four) contain portions that are non-compliant.

The goal for ramps C and D is to achieve a compliant level landing at each ramp location and minimize the resulting transition running slopes to the maximum extent possible. A variance is sought from 521 CMR 21.3 for Ramps C and D because the right transition running slope of Ramp C is proposed to be 12.0%, and the right and left transition running slopes of Ramp D are proposed to be 17.5% and 12.5%, respectively; all of which exceed the maximum allowable running slope of 8.33%

At Curb Ramp C the existing roadway gutter slope is significantly steep (approximately 7%). The scope of the project is not to reconstruct the roadway, as this would be cost prohibitive as it would require full depth reconstruction in order to reconstruct the roadway to result in all of Ramp C to be fully compliant with 521 CMR 21.3.

At Curb Ramp D, the existing roadway gutter slope is also significantly steep (approximately 9%). At this location the existing roadway profile is transitioning to meet the existing bridge over the Massachusetts Turnpike (I-90). For this reason, significant roadway profile changes are not feasible.

If you require more than 4 requests, please use the *Additional Request Sheet* and complete the *Large Variance Tally Sheet*, both of which are available on the "Forms and Applications" page of the Board's website (<http://www.mass.gov/aab>).

17. State the name and address of the architectural or engineering firm, including the name of the individual architect or engineer responsible for preparing drawings of the facility:

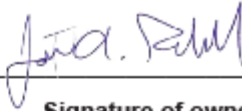
TEC, Inc.
282 Merrimack Street, 2nd floor
Lawrence, MA 01843
Jonathan A. Rockwell, P.E.
Director of Transportation Infrastructure Services
E-mail: jrockwell@theengineeringcorp.com
Telephone: 978-794-1792

18. State the name and address of the building inspector responsible for overseeing this project:

John D. Loiek
Commissioner
City of Newton - ISD
1000 Commonwealth Avenue, Newton Centre, MA 02459
E-mail: jloiek@newtonma.gov
Telephone: 617-796-1060

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS APPLICATION AND SUPPORTING DOCUMENTATION IS TRUE AND CORRECT

Date: 08/26/2022



Signature of owner or authorized agent (required)

PLEASE PRINT:

Jonathan A. Rockwell, P.E.

Name

TEC, Inc.

Organization (if Applicable)

282 Merrimack Street, 2nd floor

Address

Address 2 (optional)

Lawrence MA 01843

City/Town State Zip Code

JRockwell@theengineeringcorp.com

E-mail

978-794-1792

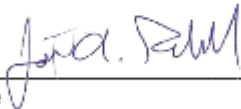
Telephone

SERVICE NOTICE

I, Jonathan A. Rockwell, P.E, as Authorized Agent
(Name) (Relationship to the applicant)

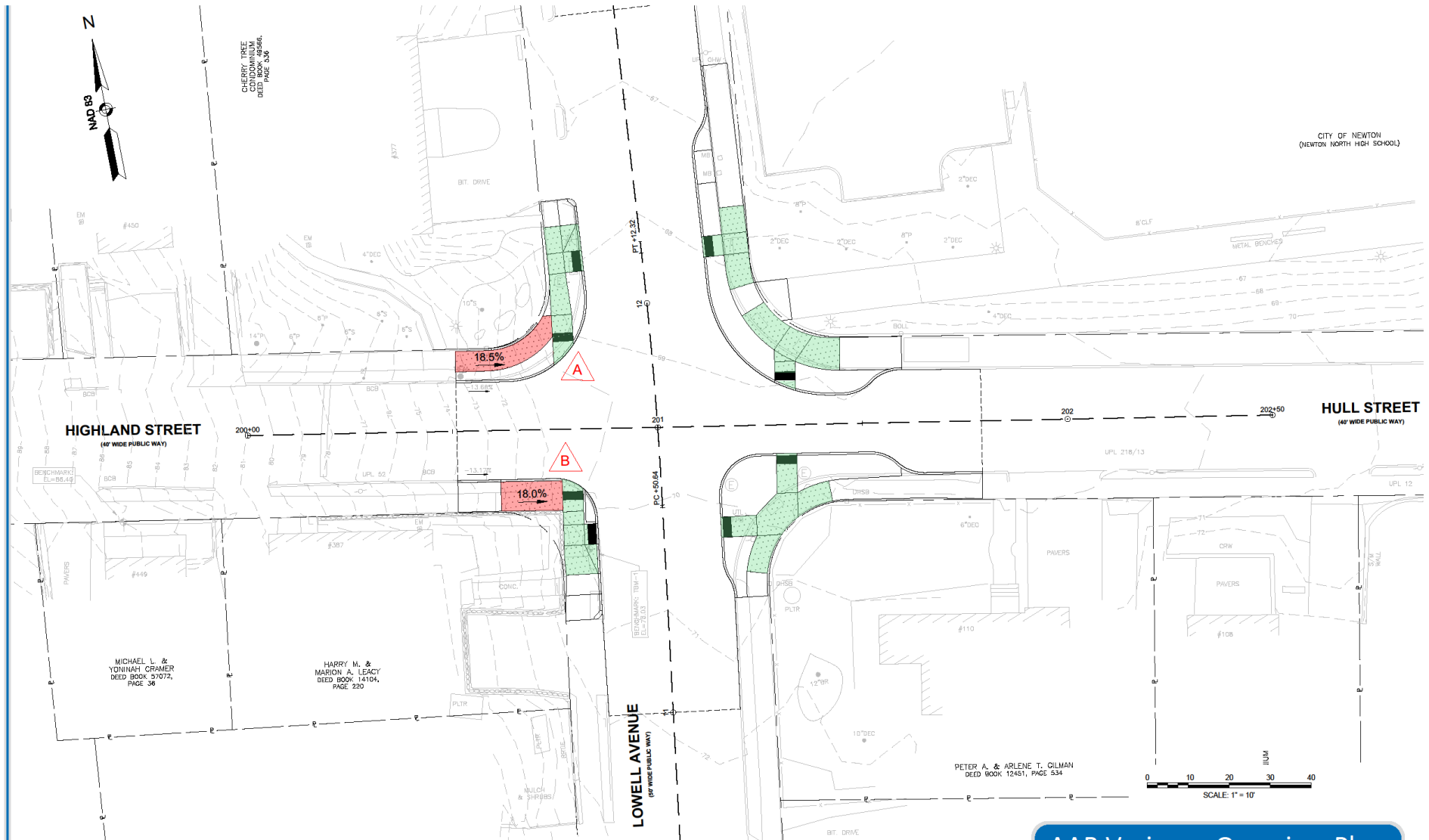
HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT I SERVED OR CAUSED TO BE SERVED, A COPY OF THIS VARIANCE APPLICATION ON THE FOLLOWING PERSON(S) IN THE FOLLOWING MANNER:

<u>NAME AND ADDRESS OF PERSON OR AGENCY SERVED</u>	<u>METHOD OF SERVICE</u>	<u>DATE OF SERVICE</u>
1 Building Department John Lojek Inspectional Services Commissioner# 1000 Commonwealth Ave. 2nd Floor (Room 202) Newton, MA 02459	Email	08/26/2022
2 Local Commission on Disability (If Applicable) Jini Fairley, ADA Coordinator Commission on Disabilities 1000 Commonwealth Ave. Newton, MA 02459	Email	08/26/2022
3 Independent Living Center Michael Muehe mmuehe@bostoncil.org 332 Jamaicaaway #101, Boston, MA 02130.	Email	08/26/2022

Signature 

Date 8/26/2022

Attachment 1



TEC, Inc.
 282 Merrimack Street | 311 Main Street
 Lawrence, MA 01843 | Worcester, MA 01608

Scale: 1" = 10'

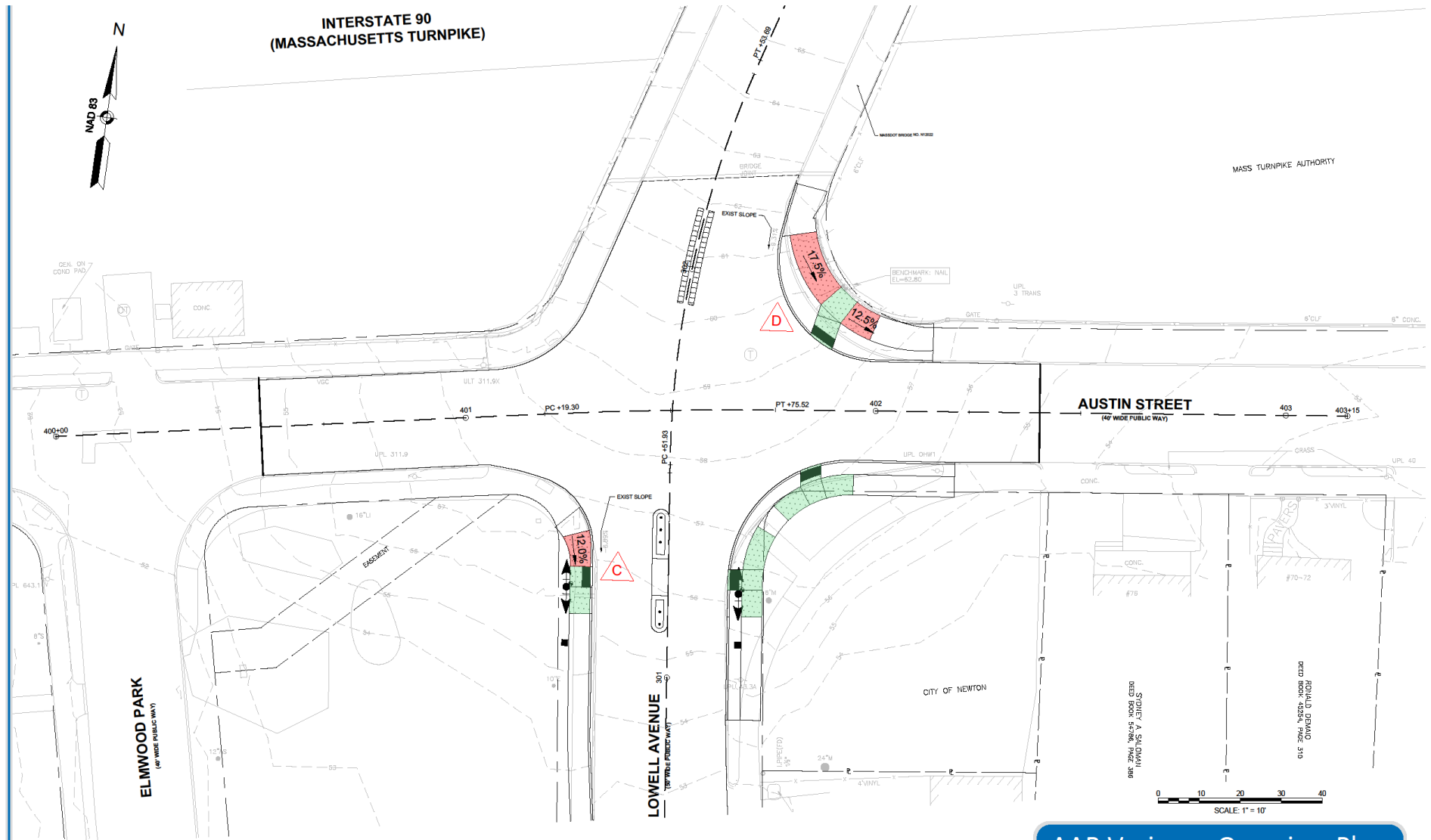
June 1, 2022

NOTE: SLOPE ARROWS POINT DOWNGRADE

= VARIANCE LETTER

AAB Variance Overview Plan

LOWELL AVENUE
 Newton, Massachusetts
 Sheet 1 of 2



AAB Variance Overview Plan

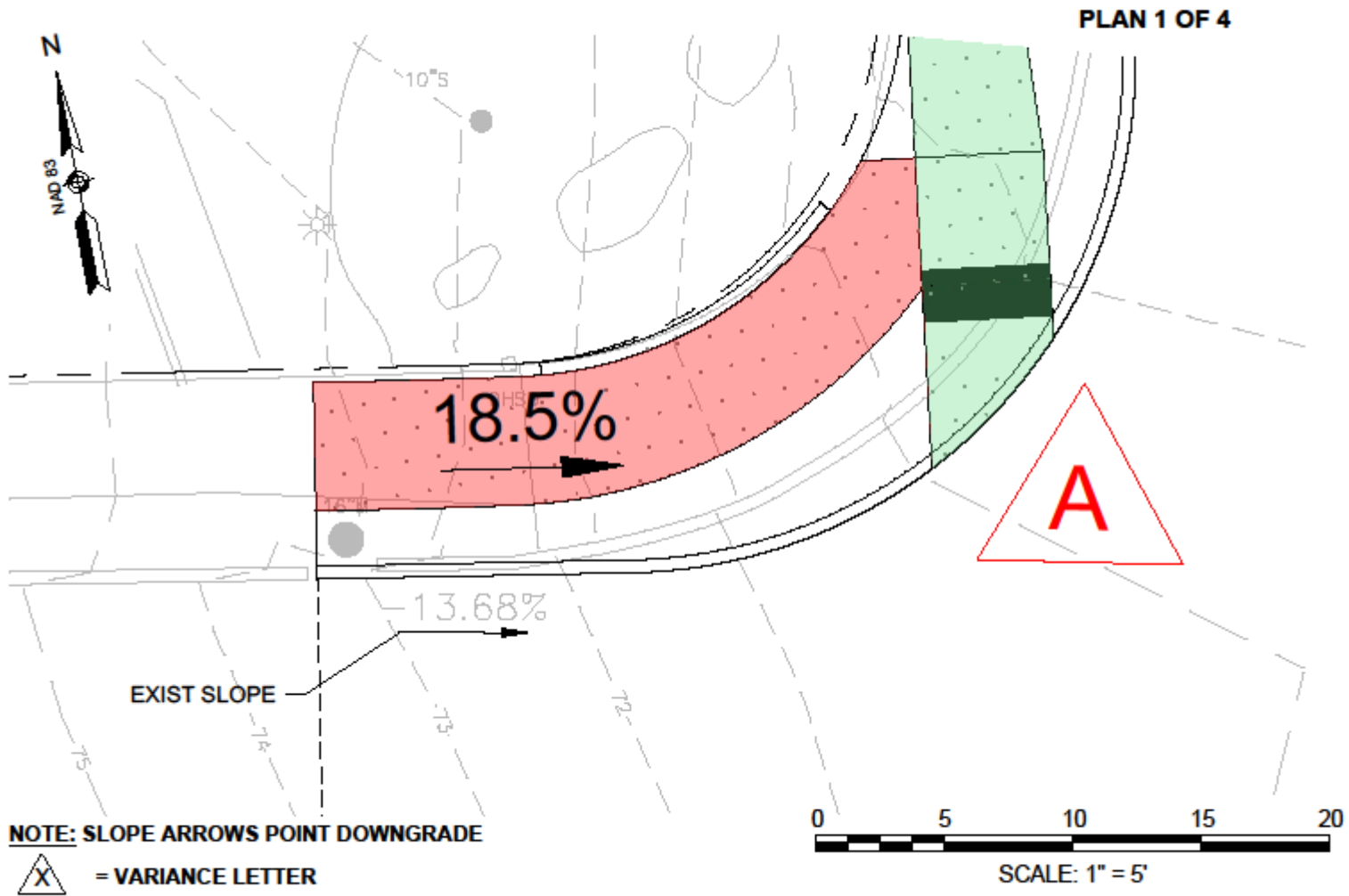
**LOWELL AVENUE
Newton, Massachusetts
Sheet 2 of 2**

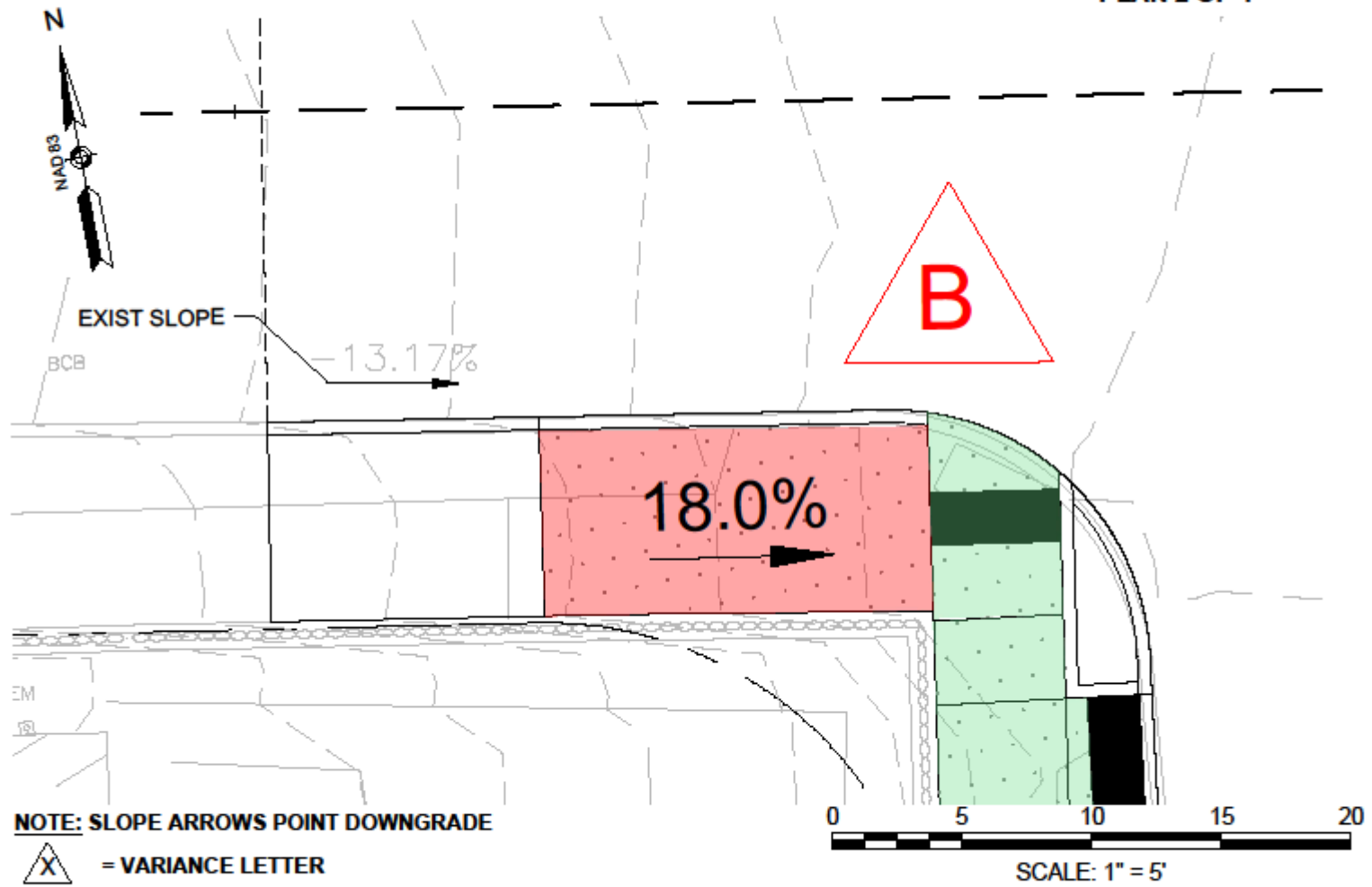


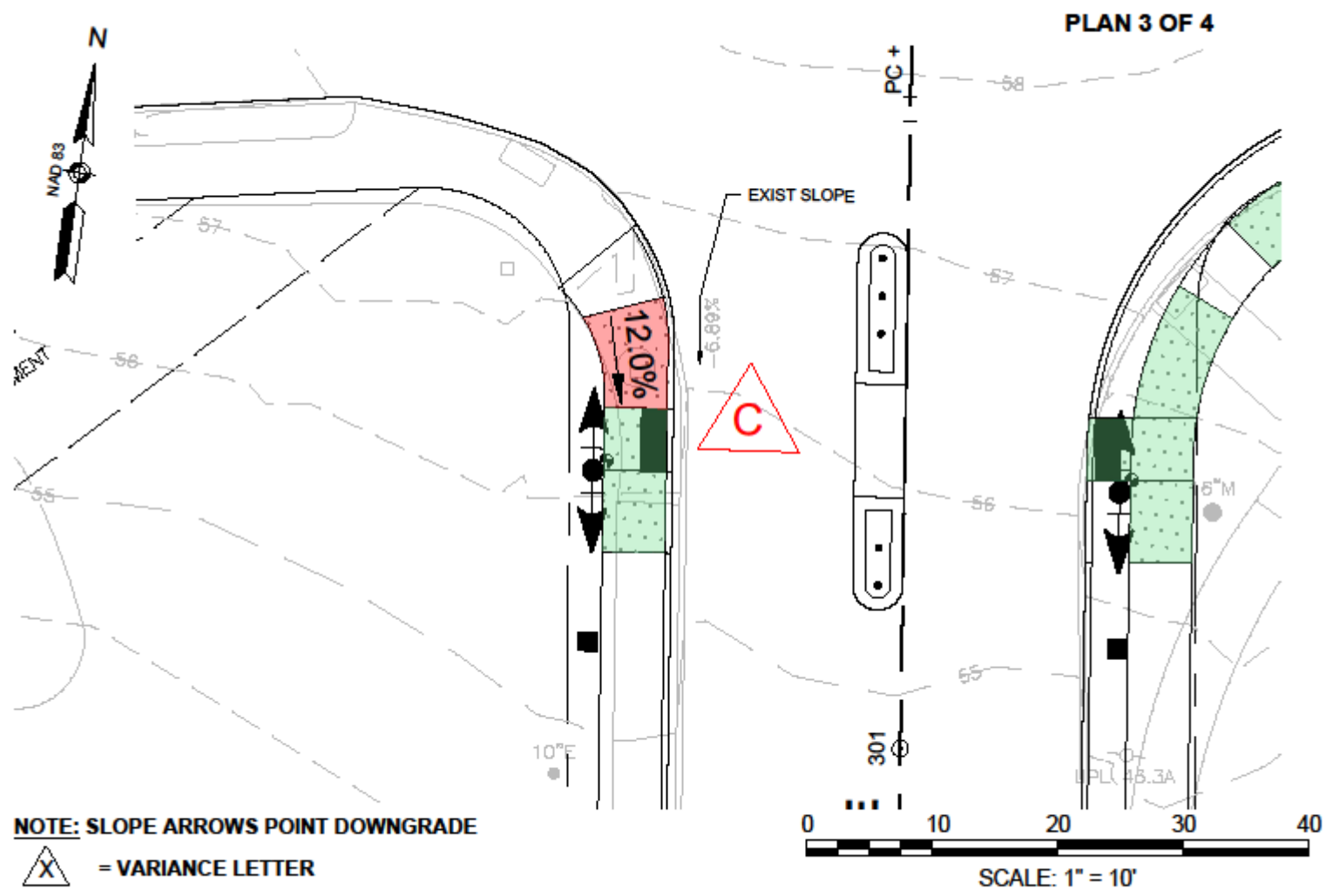
TEC, Inc.
282 Merrimack Street | 311 Main Street
Lawrence, MA 01843 | Worcester, MA 01608

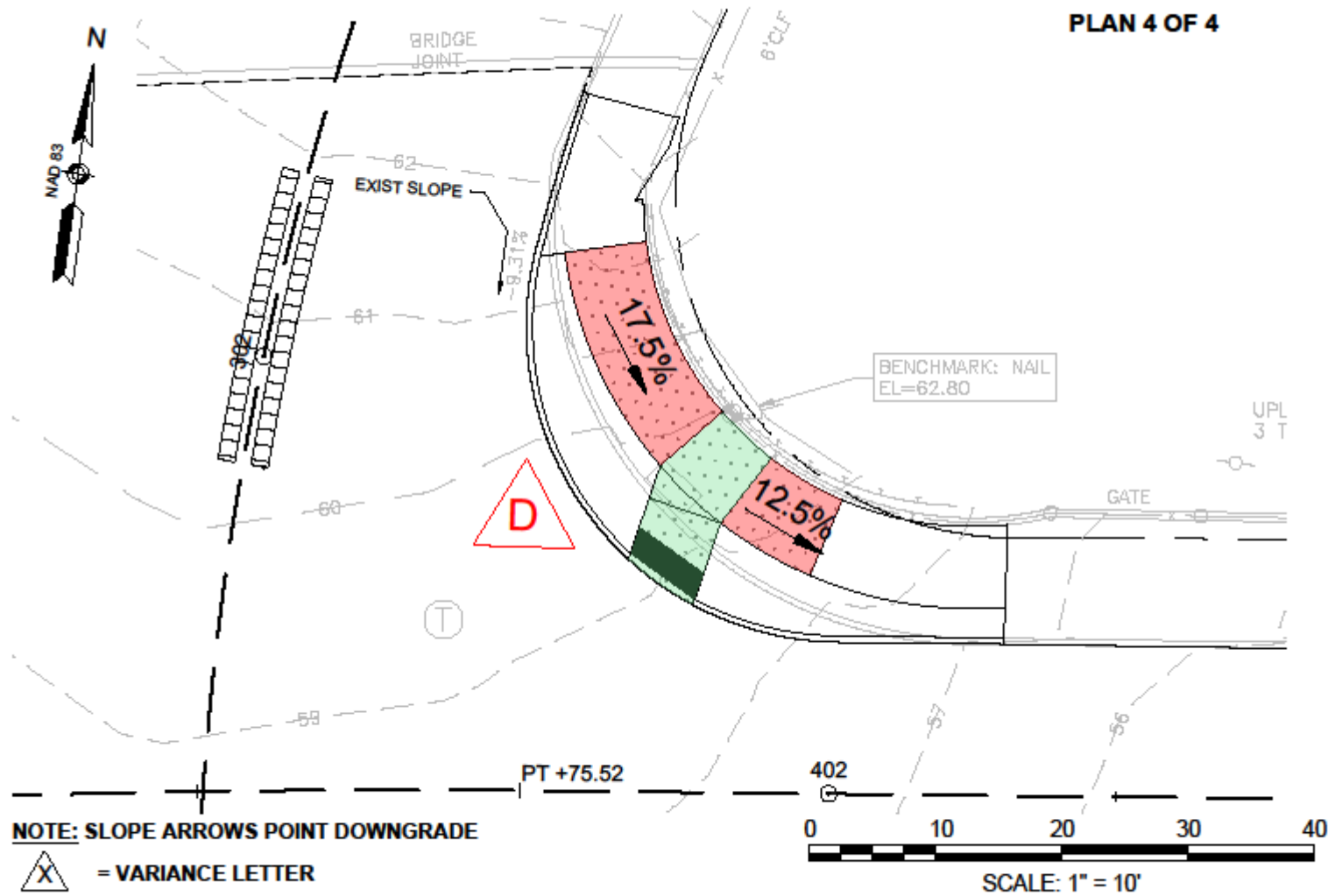
Scale: 1" = 10'
June 1, 2022

NOTE: SLOPE ARROWS POINT DOWNGRADE
X = VARIANCE LETTER









Attachment 2

Newton Lowell Avenue Ramp Variance Supporting Photos



Figure 1 – Variance A



Figure 2 – Variance B



Figure 3 – Variance C

Engineering Tomorrow's Solutions Today.

FIGURES



Figure 4 – Variance D

Engineering Tomorrow's Solutions Today.