June 27, 2018

PROJECT MANUAL

Town of Belmont
Butler School Cafeteria Flooring

Bid No. 2019-09

Patrice Garvin, Town Administrator
455 Concord Avenue
Belmont, MA 02478

OWNER
Town of Belmont
Steve Dorrance, Director
Belmont Facilities Department
19 Moore Street
Belmont, MA 02478
Tel – 617-993-2640
Fax – 617-993 2641
sdorrance@belmont-ma.gov

CONSULTANT
N/A

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Request for Written Response

The Town of Belmont, Massachusetts, the Awarding Authority, invites written responses for the project: **Butler School Cafeteria Flooring.**

Nature and scope of work: **Provide all labor, materials, and equipment to install flooring in the Butler School cafeteria**.

Bidding procedures shall be in accordance with M.G.L. c. 149, §44A-44J, as most recently amended, and all other applicable laws.

The estimated project value is: $**40,000.00**.

Plans and specifications will be available from 8:00 AM to 4:00 PM, Monday through Thursday and 8:00 a.m. to 1:00 p.m. Fridays, at the Facilities Department, Ground Floor, Homer Administration Building, 19 Moore Street, Belmont, MA 02478, beginning **Monday, July 9, 2018**. Plans and specifications are also available in electronic format from Cindy Papa, Facilities Department Administrative Coordinator at cpapa@belmont-ma.gov.

The contract documents may be examined at the Facilities Department, Ground Floor, Homer Administration Building, 19 Moore Street, Belmont, MA 02478.

Written responses will be received at the Facilities Department, 1st Floor, Homer Administration Building, 19 Moore Street, Belmont, MA 02478 until **Tuesday, July 24, 2018 at 11:00 a.m.** at which time all bids will be publicly opened and read aloud.

The Town of Belmont reserves the right to reject any or all general bids if it is in the public interest to do so.

No less than the minimum wage rates as set forth in the schedule contained in the Contract Documents must be paid on this project.

A mandatory pre-bid conference for all bidders will be held as follows:

Date: **Tuesday, July 17, 2018**
Time: **12:00 p.m.**
Place: **Butler Elementary School**
90 White Street, Belmont, MA 02478

Steve Dorrance
Director of Facilities

TOWN OF BELMONT
BUTLER SCHOOL CAFETERIA FLOORING

TECHNICAL SPECIFICATIONS

Section 1

1.01 Owner

The Town of Belmont.

1.02 Awarding Authority

The Town of Belmont, Massachusetts, acting through its Town Administrator and Facilities Department.

1.03 Scope of Work

The Town of Belmont, Massachusetts, the Awarding Authority, invites written responses for the project: **Butler School Cafeteria Flooring.**

Nature and scope of work: **Provide all labor, materials, and equipment to install flooring in the Butler School cafeteria**.

Bidding procedures shall be in accordance with M.G.L. c. 149, §44A-44J, as most recently amended, and all other applicable laws.

The estimated contract value is: $**40,000.00**.

1.04 Bid Preparation

Bidder's Responsibilities

A. Each bidder by making their bid represents that s/he has read and understands the bid documents.

B. Addenda

Any addenda issued shall be considered as covered in the Bid Form, and on the execution of the contract, they will become a part of the contract. Failure of any bidder to receive such an addenda shall not relieve any such bidder from any obligation contained in such addenda.

C. Bid Submission

Specifications and bidding documents will be available beginning **Monday, July 9, 2018** from 8:00 a.m. to 4:00 p.m., Monday to Thursday, and 8:00 a.m. to 1:00 p.m. Friday, at the Facilities Department, Ground Floor, Homer Administration Building, 19 Moore Street, Belmont, MA 02478. Plans and specifications are also available in electronic format from Cindy Papa, Facilities Department Administrative Coordinator at cpapa@belmont-ma.gov.

Written responses will be received at the Facilities Department, Ground Floor, Homer Administration Building, 19 Moore Street, Belmont, MA until **Tuesday, July 24, 2018 at 11:00 a.m.** at which time all bids will be publicly opened and read aloud.

A pre-bid conference for all bidders will be held as follows:

Date: **Tuesday, July 17, 2018**
Time: **12:00 noon**
Place: **Butler School Cafeteria**
90 White Street, Belmont, MA 02478

Questions and requests for additional information can be directed to:

Cindy Papa
Facilities Department
19 Moore Street
Belmont, MA 02478
(617) 993-2640
cpapa@belmont-ma.gov

Any information exchanged by telephone shall be non-binding. The deadline for submission of questions in writing (including email inquiries) shall be seven (7) calendar days before bids are due.

It is the Town of Belmont's intention to make a single award as a result of this bid. Therefore, interested bidders must provide costs for all sections of the Bid Form a bid to be considered complete.

1.05 Bidder's Qualifications

The Awarding Authority shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Awarding Authority all such information and data for this purpose as the Awarding Authority may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the Awarding Authority that the bidder can provide faithful performance of the work under the terms of the contract documents, or where such bidder is unable to produce a satisfactory current financial statement.

1.06 Rejection of Bids

The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so.

1.07 Subcontracting

The Contractor to whom an award is made will be expected to perform all the work covered in this contract with mechanics or other personnel who are regular employees of the contractor. Subcontracting of any portion of the work specified will only be allowed on the basis of expressed written permission from the Town. The Town reserves the right to request of the Contractor any information deemed necessary in determining the competency of a proposed subcontractor.

1.08 Contract Execution

The successful bidder agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid.

1.09 Schedule

The Butler Cafeteria Flooring project will be required to be completed on or before August 31, 2018 so not to interfere with the beginning of the new school year.

1.10 Billing

Billing shall be submitted upon completion of contract scope of work.

Note: specific information regarding Town and School contacts will be provided at the time of contract execution.

1.11 Prevailing Wage Rates

Attention is drawn to Appendix C - Division of Labor and Industry Wage Rates.

1.12 M.B.E. Requirements

There are no Minority Business Enterprise Requirements for this bid.

1.13 Bid Form

Bidders shall complete the attached Bid Form for submitting the written response.

Section 2

2.01 Temporary Facilities

Heat, light, power, water and toilet facilities will be available to the contractor to the extent that such facilities exist in the buildings. All equipment such as extension cords, drop lights, etc. shall be furnished by the Contractor. In the event that facilities are abused by the Contractor, the Owner, at his own discretion may cancel such use and the Contractor shall be required to provide them at his own expense.

2.02 Use of Sites and Buildings

The site and building shall be used, and the work shall be executed, in a manner which does not interfere with the Owner's continued, unrestricted use of the properties. Any necessary staging shall be executed in a manner which will permit the uninterrupted passage of pedestrians and motor vehicles into and around the buildings or adjacent areas.

Section 3

3.01 Flooring Requirements

- Supply and install Forbo Marmoleum, from the Decibel collection, style Piano, color TBD.
- New flooring will be installed over existing flooring
- Prepare current flooring for new installation, including removing wax coating, per manufacturers recommendation.
- Remove quarter-round base at existing baseboard and install new flooring tight to existing baseboard.

Town of Belmont
Butler School Cafeteria Flooring
Appendix A - Bid Form

Addenda Acknowledgement

This bid includes addenda numbered _____

Total bid price $_____

Total Bid price in words: _____

Bidder's Company name _____

Address _____

City/Town, Zip _____

Phone _____

Fax _____

Email _____

Signature _____

Signatory name (Please print) _____

Sherwin Williams
Color: Nebulous White
SW 7063

Paint: Gypsum Ceiling

Sherwin Williams
Color: Down Pour
SW 6516

Paint: Railings

Sherwin Williams
Color: Nebulous White
SW 7063

Paint: General Wall color

Sherwin Williams
Color: Earl Grey
SW 7660

Paint: Wood Wall Base, Doors and Frames, and Stage Apron

Forbo, Marmoleum, Style: Piano
Color: Frosty Grey
Width: 79”

Forbo, Marmoleum, Style: Piano
Color: Warm Grey
Width: 79”
(Floor Accent Color. See floor pattern)

Flooring: Linoleum Sheet in Dining

Forbo, Rubber Style: Envire
Color: Smoke S174
Width: 74”
(on ramp)

Flooring: Rubber Sheet at Ramp and Stairs

FLOOR PATTERN PLAN & NOTES

VERIFY SCOPE WITH OWNER

CAFETERIA

GENERAL NOTES:

1. FLOOR ACCENT PATTERN 5' WIDE, CENTERED ON STAGE.
2. PROVIDE TRANSITION STRIPS AT DOORWAYS. PROVIDE NOSING AT STAIRS AT STAGE.
3. VERIFY DIMENSIONS IN FIELD BEFORE PURCHASING AND INSTALLATION.
4. FLOORING: SHEET GOODS. SEAMING, AS RECOMMENDED BY MANUFACTURER.
5. CONTRACTOR TO VERIFY EXISTING FLOOR CONDITION PRIOR TO WORK.
6. PREP EXISTING FLOOR AS REQUIRED PER MANUFACTURERS RECOMMENDATIONS.
7. EXISTING WOOD APRON AT THE STAGE NOSING TO REMAIN, PAINT.
8. EXISTING WOOD BASE AND WOOD TRIM ON WALLS TO REMAIN, PAINT.
9. EXISTING MURAL ON WALL AT RAMP TO REMAIN.
10. OWNER TO OVERSEE AND REVIEW ALL SCOPE WITH CONTRACTOR.
11. PAINTING: PRIMER AND TWO COATS, FINISH: EGGSHELL

EXISTING PHOTOS
VERIFY SCOPE WITH OWNER

Butler Elementary School - Cafeteria

Belmont, MA

2018 JUNE 26

SMMA

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Belmont

Contract Number: 2019-9 **City/Town:** BELMONT

Description of Work: Installation of new flooring in the Butler Elementary School

Job Location: 90 White Street, Belmont, MA 02478

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- 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. Awarding authorities are required to request these updates 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, 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. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to 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. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- 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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.25	$10.91	$10.89	$0.00	$55.05
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.32	$10.91	$10.89	$0.00	$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.44	$10.91	$10.89	$0.00	$55.24
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$92.97	$9.90	$21.15	$0.00	$124.02
	08/01/2018	$97.80	$9.90	$21.15	$0.00	$128.85
	08/01/2019	$102.78	$9.90	$21.15	$0.00	$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.75	$7.70	$15.20	$0.00	$61.65
	12/01/2018	$39.70	$7.70	$15.20	$0.00	$62.60
	06/01/2019	$40.70	$7.70	$15.20	$0.00	$63.60
	12/01/2019	$41.70	$7.70	$15.20	$0.00	$64.60
	06/01/2020	$42.69	$7.70	$15.20	$0.00	$65.59
	12/01/2020	$43.67	$7.70	$15.20	$0.00	$66.57
	06/01/2021	$44.69	$7.70	$15.20	$0.00	$67.59
	12/01/2021	$45.70	$7.70	$15.20	$0.00	$68.60
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	06/01/2018	$36.90	$11.50	$7.10	$0.00	$55.50
	12/01/2018	$37.90	$11.50	$7.10	$0.00	$56.50
	06/01/2019	$38.90	$11.50	$7.10	$0.00	$57.50
	12/01/2019	$39.90	$11.50	$7.10	$0.00	$58.50
	06/01/2020	$40.90	$11.50	$7.10	$0.00	$59.50
	12/01/2020	$41.90	$11.50	$7.10	$0.00	$60.50
ASPHALT RAKER *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 1*	06/01/2018	$38.75	$7.70	$15.20	$0.00	$61.65
	12/01/2018	$39.70	$7.70	$15.20	$0.00	$62.60
	06/01/2019	$40.70	$7.70	$15.20	$0.00	$63.60
	12/01/2019	$41.70	$7.70	$15.20	$0.00	$64.60
	06/01/2020	$42.69	$7.70	$15.20	$0.00	$65.59
	12/01/2020	$43.67	$7.70	$15.20	$0.00	$66.57
	06/01/2021	$44.69	$7.70	$15.20	$0.00	$67.59
	12/01/2021	$45.70	$7.70	$15.20	$0.00	$68.60
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2017	$42.92	$6.97	$16.21	$0.00	$66.10

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$27.90	$6.97	$10.54	$0.00	$45.41
2	65	$27.90	$6.97	$10.54	$0.00	$45.41
3	70	$30.04	$6.97	$11.35	$0.00	$48.36
4	75	$32.19	$6.97	$12.16	$0.00	$51.32
5	80	$34.34	$6.97	$12.97	$0.00	$54.28
6	85	$36.48	$6.97	$13.78	$0.00	$57.23
7	90	$38.63	$6.97	$14.59	$0.00	$60.19
8	95	$40.77	$6.97	$15.40	$0.00	$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (WALTHAM)*	02/01/2018	$52.06	$10.75	$20.03	$0.00	$82.84
	08/01/2018	$53.41	$10.75	$20.16	$0.00	$84.32
	02/01/2019	$54.05	$10.75	$20.16	$0.00	$84.96
	08/01/2019	$55.40	$10.75	$20.30	$0.00	$86.45
	02/01/2020	$56.04	$10.75	$20.30	$0.00	$87.09
	08/01/2020	$57.39	$10.75	$20.45	$0.00	$88.59
	02/01/2021	$58.03	$10.75	$20.45	$0.00	$89.23
	08/01/2021	$59.43	$10.75	$20.61	$0.00	$90.79
	02/01/2022	$60.02	$10.75	$20.61	$0.00	$91.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *BRICK/PLASTER/CEMENT MASON - Local 3 Waltham*

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.03	$10.75	$20.03	$0.00	$56.81
2	60	$31.24	$10.75	$20.03	$0.00	$62.02
3	70	$36.44	$10.75	$20.03	$0.00	$67.22
4	80	$41.65	$10.75	$20.03	$0.00	$72.43
5	90	$46.85	$10.75	$20.03	$0.00	$77.63

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.71	$10.75	$20.16	$0.00	$57.62
2	60	$32.05	$10.75	$20.16	$0.00	$62.96
3	70	$37.39	$10.75	$20.16	$0.00	$68.30
4	80	$42.73	$10.75	$20.16	$0.00	$73.64
5	90	$48.07	$10.75	$20.16	$0.00	$78.98

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$39.10	$7.70	$15.40	$0.00	$62.20
	12/01/2018	$40.05	$7.70	$15.40	$0.00	$63.15
	06/01/2019	$41.05	$7.70	$15.40	$0.00	$64.15
	12/01/2019	$42.05	$7.70	$15.40	$0.00	$65.15
	06/01/2020	$43.04	$7.70	$15.40	$0.00	$66.14
	12/01/2020	$44.02	$7.70	$15.40	$0.00	$67.12
	06/01/2021	$45.04	$7.70	$15.40	$0.00	$68.14
	12/01/2021	$46.05	$7.70	$15.40	$0.00	$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$37.95	$7.70	$15.40	$0.00	$61.05
	12/01/2018	$38.90	$7.70	$15.40	$0.00	$62.00
	06/01/2019	$39.90	$7.70	$15.40	$0.00	$63.00
	12/01/2019	$40.90	$7.70	$15.40	$0.00	$64.00
	06/01/2020	$41.89	$7.70	$15.40	$0.00	$64.99
	12/01/2020	$42.87	$7.70	$15.40	$0.00	$65.97
	06/01/2021	$43.89	$7.70	$15.40	$0.00	$66.99
	12/01/2021	$44.90	$7.70	$15.40	$0.00	$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$37.95	$7.70	$15.40	$0.00	$61.05
	12/01/2018	$38.90	$7.70	$15.40	$0.00	$62.00
	06/01/2019	$39.90	$7.70	$15.40	$0.00	$63.00
	12/01/2019	$40.90	$7.70	$15.40	$0.00	$64.00
	06/01/2020	$41.89	$7.70	$15.40	$0.00	$64.99
	12/01/2020	$42.87	$7.70	$15.40	$0.00	$65.97
	06/01/2021	$43.89	$7.70	$15.40	$0.00	$66.99
	12/01/2021	$44.90	$7.70	$15.40	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
CARPENTER *CARPENTERS -ZONE 1 (Metro Boston)*	03/01/2018	$47.54	$9.90	$17.50	$0.00	$74.94
	09/01/2018	$48.69	$9.90	$17.50	$0.00	$76.09
	03/01/2019	$49.84	$9.90	$17.50	$0.00	$77.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER - Zone 1 Metro Boston*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.77	$9.90	$1.73	$0.00	$35.40
2	60	$28.52	$9.90	$1.73	$0.00	$40.15
3	70	$33.28	$9.90	$12.31	$0.00	$55.49
4	75	$35.66	$9.90	$12.31	$0.00	$57.87
5	80	$38.03	$9.90	$14.04	$0.00	$61.97
6	80	$38.03	$9.90	$14.04	$0.00	$61.97
7	90	$42.79	$9.90	$15.77	$0.00	$68.46
8	90	$42.79	$9.90	$15.77	$0.00	$68.46

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.35	$9.90	$1.73	$0.00	$35.98
2	60	$29.21	$9.90	$1.73	$0.00	$40.84
3	70	$34.08	$9.90	$12.31	$0.00	$56.29
4	75	$36.52	$9.90	$12.31	$0.00	$58.73
5	80	$38.95	$9.90	$14.04	$0.00	$62.89
6	80	$38.95	$9.90	$14.04	$0.00	$62.89
7	90	$43.82	$9.90	$15.77	$0.00	$69.49
8	90	$43.82	$9.90	$15.77	$0.00	$69.49

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 $33.02/ 3&4 $39.45/ 5&6 $57.22/ 7&8 $63.70

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME *CARPENTERS -ZONE 2 (Wood Frame)*	04/01/2018	$26.67	$7.07	$7.86	$0.00	$41.60
	10/01/2018	$27.09	$7.07	$7.86	$0.00	$42.02
	04/01/2019	$27.52	$7.07	$7.86	$0.00	$42.45
	10/01/2019	$27.95	$7.07	$7.86	$0.00	$42.88

As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER (Wood Frame) - Zone 2*

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$16.00	$7.07	$0.00	$0.00	$23.07
2	60	$16.00	$7.07	$0.00	$0.00	$23.07
3	65	$17.34	$7.07	$7.86	$0.00	$32.27
4	70	$18.67	$7.07	$7.86	$0.00	$33.60
5	75	$20.00	$7.07	$7.86	$0.00	$34.93
6	80	$21.34	$7.07	$7.86	$0.00	$36.27
7	85	$22.67	$7.07	$7.86	$0.00	$37.60
8	90	$24.00	$7.07	$7.86	$0.00	$38.93

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$16.25	$7.07	$0.00	$0.00	$23.32
2	60	$16.25	$7.07	$0.00	$0.00	$23.32
3	65	$17.61	$7.07	$7.86	$0.00	$32.54
4	70	$18.96	$7.07	$7.86	$0.00	$33.89
5	75	$20.32	$7.07	$7.86	$0.00	$35.25
6	80	$21.67	$7.07	$7.86	$0.00	$36.60
7	85	$23.03	$7.07	$7.86	$0.00	$37.96
8	90	$24.38	$7.07	$7.86	$0.00	$39.31

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 $19.07/ 3&4 $26.49/ 5&6 $33.60/ 7&8 $36.27

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Wood Frame)*	06/01/2016	$25.32	$9.80	$16.82	$0.00	$51.94
CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (WALTHAM)*	01/01/2018	$46.02	$12.35	$22.41	$0.30	$81.08
	07/01/2018	$46.20	$12.42	$22.41	$0.30	$81.33
	01/01/2019	$47.58	$12.42	$22.41	$0.30	$82.71
	07/01/2019	$48.32	$12.42	$22.41	$0.30	$83.45
	01/01/2020	$49.72	$12.42	$22.41	$0.30	$84.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CEMENT MASONRY/PLASTERING - Eastern Mass (Waltham)*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.01	$12.35	$15.41	$0.00	$50.77
2	60	$27.61	$12.35	$17.41	$0.30	$57.67
3	65	$29.91	$12.35	$18.41	$0.30	$60.97
4	70	$32.21	$12.35	$19.41	$0.30	$64.27
5	75	$34.52	$12.35	$20.41	$0.30	$67.58
6	80	$36.82	$12.35	$21.41	$0.30	$70.88
7	90	$41.42	$12.35	$22.41	$0.30	$76.48

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.10	$12.42	$15.41	$0.00	$50.93
2	60	$27.72	$12.42	$17.41	$0.30	$57.85
3	65	$30.03	$12.42	$18.41	$0.30	$61.16
4	70	$32.34	$12.42	$19.41	$0.30	$64.47
5	75	$34.65	$12.42	$20.41	$0.30	$67.78
6	80	$36.96	$12.42	$21.41	$0.30	$71.09
7	90	$41.58	$12.42	$22.41	$0.30	$76.71

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$47.63	$10.50	$15.50	$0.00	$73.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$31.80	$10.50	$15.50	$0.00	$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 1*	01/01/2018	$49.66	$8.10	$19.55	$0.00	$77.31
	07/01/2018	$50.01	$8.15	$20.15	$0.00	$78.31
	01/01/2019	$50.36	$8.15	$20.85	$0.00	$79.36
	07/01/2019	$51.46	$8.15	$20.85	$0.00	$80.46
	01/01/2020	$52.56	$8.15	$20.85	$0.00	$81.56
	07/01/2020	$53.66	$8.15	$20.85	$0.00	$82.66
	01/01/2021	$54.76	$8.15	$20.85	$0.00	$83.76

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.83	$8.10	$0.00	$0.00	$32.93
2	55	$27.31	$8.10	$5.06	$0.00	$40.47
3	60	$29.80	$8.10	$5.52	$0.00	$43.42
4	65	$32.28	$8.10	$5.98	$0.00	$46.36
5	70	$34.76	$8.10	$16.79	$0.00	$59.65
6	75	$37.25	$8.10	$17.25	$0.00	$62.60
7	80	$39.73	$8.10	$17.71	$0.00	$65.54
8	90	$44.69	$8.10	$18.63	$0.00	$71.42

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.01	$8.15	$0.00	$0.00	$33.16
2	55	$27.51	$8.15	$5.34	$0.00	$41.00
3	60	$30.01	$8.15	$5.82	$0.00	$43.98
4	65	$32.51	$8.15	$6.31	$0.00	$46.97
5	70	$35.01	$8.15	$17.24	$0.00	$60.40
6	75	$37.51	$8.15	$17.73	$0.00	$63.39
7	80	$40.01	$8.15	$18.21	$0.00	$66.37
8	90	$45.01	$8.15	$19.18	$0.00	$72.34

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN *LABORERS - ZONE 1*	06/01/2018	$38.15	$7.70	$15.20	$0.00	$61.05
	12/01/2018	$39.10	$7.70	$15.20	$0.00	$62.00
	06/01/2019	$40.10	$7.70	$15.20	$0.00	$63.00
	12/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 1*	06/01/2018	$39.15	$7.70	$15.20	$0.00	$62.05
	12/01/2018	$40.10	$7.70	$15.20	$0.00	$63.00
	06/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
	12/01/2019	$42.10	$7.70	$15.20	$0.00	$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS *LABORERS - ZONE 1*	06/01/2018	$38.90	$7.70	$15.20	$0.00	$61.80
	12/01/2018	$39.85	$7.70	$15.20	$0.00	$62.75
	06/01/2019	$40.85	$7.70	$15.20	$0.00	$63.75
	12/01/2019	$41.85	$7.70	$15.20	$0.00	$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 1*	06/01/2018	$39.15	$7.70	$15.20	$0.00	$62.05
	12/01/2018	$40.10	$7.70	$15.20	$0.00	$63.00
	06/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
	12/01/2019	$42.10	$7.70	$15.20	$0.00	$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.90	$7.70	$15.20	$0.00	$61.80
	12/01/2018	$39.85	$7.70	$15.20	$0.00	$62.75
	06/01/2019	$40.85	$7.70	$15.20	$0.00	$63.75
	12/01/2019	$41.85	$7.70	$15.20	$0.00	$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER *LABORERS - ZONE 1*	06/01/2018	$38.15	$7.70	$15.20	$0.00	$61.05
	12/01/2018	$39.10	$7.70	$15.20	$0.00	$62.00
	06/01/2019	$40.10	$7.70	$15.20	$0.00	$63.00
	12/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$61.98	$9.90	$21.15	$0.00	$93.03
	08/01/2018	$65.20	$9.90	$21.15	$0.00	$96.25
	08/01/2019	$68.52	$9.90	$21.15	$0.00	$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$44.27	$9.90	$21.15	$0.00	$75.32
	08/01/2018	$46.57	$9.90	$21.15	$0.00	$77.62
	08/01/2019	$48.94	$9.90	$21.15	$0.00	$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$66.41	$9.90	$21.15	$0.00	$97.46
	08/01/2018	$69.86	$9.90	$21.15	$0.00	$100.91
	08/01/2019	$73.41	$9.90	$21.15	$0.00	$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$92.97	$9.90	$21.15	$0.00	$124.02
	08/01/2018	$97.80	$9.90	$21.15	$0.00	$128.85
	08/01/2019	$102.78	$9.90	$21.15	$0.00	$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.06	$13.00	$0.60	$0.00	$33.66
2	40	$20.06	$13.00	$0.60	$0.00	$33.66
3	45	$22.57	$13.00	$13.61	$0.00	$49.18
4	45	$22.57	$13.00	$13.61	$0.00	$49.18
5	50	$25.08	$13.00	$13.99	$0.00	$52.07
6	55	$27.58	$13.00	$14.38	$0.00	$54.96
7	60	$30.09	$13.00	$14.76	$0.00	$57.85
8	65	$32.60	$13.00	$15.15	$0.00	$60.75
9	70	$35.11	$13.00	$15.53	$0.00	$63.64
10	75	$37.61	$13.00	$15.93	$0.00	$66.54

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.54	$13.00	$0.62	$0.00	$34.16
2	40	$20.54	$13.00	$0.62	$0.00	$34.16
3	45	$23.10	$13.00	$13.62	$0.00	$49.72
4	45	$23.10	$13.00	$13.62	$0.00	$49.72
5	50	$25.67	$13.00	$14.01	$0.00	$52.68
6	55	$28.24	$13.00	$14.40	$0.00	$55.64
7	60	$30.80	$13.00	$14.78	$0.00	$58.58
8	65	$33.37	$13.00	$15.17	$0.00	$61.54
9	70	$35.94	$13.00	$15.56	$0.00	$64.50
10	75	$38.51	$13.00	$15.96	$0.00	$67.47

Notes: :

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2018	$57.62	$15.43	$16.61	$0.00	$89.66
	01/01/2019	$59.47	$15.58	$17.51	$0.00	$92.56
	01/01/2020	$61.42	$15.73	$18.41	$0.00	$95.56
	01/01/2021	$63.47	$15.88	$19.31	$0.00	$98.66
	01/01/2022	$65.62	$16.03	$20.21	$0.00	$101.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$28.81	$15.43	$0.00	$0.00	$44.24
2	55	$31.69	$15.43	$16.61	$0.00	$63.73
3	65	$37.45	$15.43	$16.61	$0.00	$69.49
4	70	$40.33	$15.43	$16.61	$0.00	$72.37
5	80	$46.10	$15.43	$16.61	$0.00	$78.14

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$29.74	$15.58	$0.00	$0.00	$45.32
2	55	$32.71	$15.58	$17.51	$0.00	$65.80
3	65	$38.66	$15.58	$17.51	$0.00	$71.75
4	70	$41.63	$15.58	$17.51	$0.00	$74.72
5	80	$47.58	$15.58	$17.51	$0.00	$80.67

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2018	$40.33	$15.43	$16.61	$0.00	$72.37
	01/01/2019	$41.63	$15.58	$17.51	$0.00	$74.72
	01/01/2020	$42.99	$15.73	$18.41	$0.00	$77.13
	01/01/2021	$44.43	$15.88	$19.31	$0.00	$79.62
	01/01/2022	$45.93	$16.03	$20.21	$0.00	$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2018	$42.84	$10.50	$15.50	$0.00	$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2018	$44.31	$10.50	$15.50	$0.00	$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2018	$22.51	$10.50	$15.50	$0.00	$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	03/01/2018	$37.61	$13.00	$15.93	$0.00	$66.54
	09/01/2018	$38.51	$13.00	$15.96	$0.00	$67.47
	03/01/2019	$39.40	$13.00	$15.98	$0.00	$68.38
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$38.57	$10.50	$15.50	$0.00	$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 1*	06/01/2018	$21.50	$7.70	$15.20	$0.00	$44.40
	12/01/2018	$22.50	$7.70	$15.20	$0.00	$45.40
	06/01/2019	$22.50	$7.70	$15.20	$0.00	$45.40
	12/01/2019	$23.50	$7.70	$15.20	$0.00	$46.40
	06/01/2020	$23.50	$7.70	$15.20	$0.00	$46.40
	12/01/2020	$24.50	$7.70	$15.20	$0.00	$47.40
	06/01/2021	$24.50	$7.70	$15.20	$0.00	$47.40
	12/01/2021	$24.50	$7.70	$15.20	$0.00	$47.40
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE I*	03/01/2016	$42.13	$9.80	$17.62	$0.00	$69.55

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.07	$9.80	$1.79	$0.00	$32.66
2	55	$23.17	$9.80	$1.79	$0.00	$34.76
3	60	$25.28	$9.80	$12.25	$0.00	$47.33
4	65	$27.38	$9.80	$12.25	$0.00	$49.43
5	70	$29.49	$9.80	$14.04	$0.00	$53.33
6	75	$31.60	$9.80	$14.04	$0.00	$55.44
7	80	$33.70	$9.80	$15.83	$0.00	$59.33
8	85	$35.81	$9.80	$15.83	$0.00	$61.44

Notes: Steps are 750 hrs.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 $30.55/ 3&4 $36.49/ 5&6 $53.33/ 7&8 $59.33

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$31.80	$10.50	$15.50	$0.00	$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 1)*	01/01/2018	$44.95	$8.10	$19.55	$0.00	$72.60
	07/01/2018	$45.30	$8.15	$20.15	$0.00	$73.60
	01/01/2019	$45.65	$8.15	$20.85	$0.00	$74.65
	07/01/2019	$46.75	$8.15	$20.85	$0.00	$75.75
	01/01/2020	$47.85	$8.15	$20.85	$0.00	$76.85
	07/01/2020	$48.95	$8.15	$20.85	$0.00	$77.95
	01/01/2021	$50.05	$8.15	$20.85	$0.00	$79.05

Apprentice - *GLAZIER - Local 35 Zone 1*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.48	$8.10	$0.00	$0.00	$30.58
2	55	$24.72	$8.10	$5.06	$0.00	$37.88
3	60	$26.97	$8.10	$5.52	$0.00	$40.59
4	65	$29.22	$8.10	$5.98	$0.00	$43.30
5	70	$31.47	$8.10	$16.79	$0.00	$56.36
6	75	$33.71	$8.10	$17.25	$0.00	$59.06
7	80	$35.96	$8.10	$17.71	$0.00	$61.77
8	90	$40.46	$8.10	$18.63	$0.00	$67.19

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.65	$8.15	$0.00	$0.00	$30.80
2	55	$24.92	$8.15	$5.34	$0.00	$38.41
3	60	$27.18	$8.15	$5.82	$0.00	$41.15
4	65	$29.45	$8.15	$6.31	$0.00	$43.91
5	70	$31.71	$8.15	$17.24	$0.00	$57.10
6	75	$33.98	$8.15	$17.73	$0.00	$59.86
7	80	$36.24	$8.15	$18.21	$0.00	$62.60
8	90	$40.77	$8.15	$19.18	$0.00	$68.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$25.65	$10.50	$0.00	$0.00	$36.15
2	60	$27.98	$10.50	$15.50	$0.00	$53.98
3	65	$30.31	$10.50	$15.50	$0.00	$56.31
4	70	$32.64	$10.50	$15.50	$0.00	$58.64
5	75	$34.97	$10.50	$15.50	$0.00	$60.97
6	80	$37.30	$10.50	$15.50	$0.00	$63.30
7	85	$39.64	$10.50	$15.50	$0.00	$65.64
8	90	$41.97	$10.50	$15.50	$0.00	$67.97

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	03/01/2018	$50.15	$13.00	$17.85	$0.00	$81.00
	09/01/2018	$51.34	$13.00	$17.89	$0.00	$82.23
	03/01/2019	$52.53	$13.00	$17.93	$0.00	$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 1*	06/01/2018	$38.75	$7.70	$15.20	$0.00	$61.65
	12/01/2018	$39.70	$7.70	$15.20	$0.00	$62.60
	06/01/2019	$40.70	$7.70	$15.20	$0.00	$63.60
	12/01/2019	$41.70	$7.70	$15.20	$0.00	$64.60
	06/01/2020	$42.69	$7.70	$15.20	$0.00	$65.59
	12/01/2020	$43.67	$7.70	$15.20	$0.00	$66.57
	06/01/2021	$44.69	$7.70	$15.20	$0.00	$67.59
	12/01/2021	$45.70	$7.70	$15.20	$0.00	$68.60
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2017	$47.09	$11.75	$14.20	$0.00	$73.04
	09/01/2018	$49.34	$11.75	$14.20	$0.00	$75.29
	09/01/2019	$51.84	$11.75	$14.20	$0.00	$77.79

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

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.55	$11.75	$10.45	$0.00	$45.75
2	60	$28.25	$11.75	$11.20	$0.00	$51.20
3	70	$32.96	$11.75	$11.95	$0.00	$56.66
4	80	$37.67	$11.75	$12.70	$0.00	$62.12

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.67	$11.75	$10.45	$0.00	$46.87
2	60	$29.60	$11.75	$11.20	$0.00	$52.55
3	70	$34.54	$11.75	$11.95	$0.00	$58.24
4	80	$39.47	$11.75	$12.70	$0.00	$63.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (BOSTON AREA)*	03/16/2017	$44.65	$7.80	$20.85	$0.00	$73.30

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$26.79	$7.80	$20.85	$0.00	$55.44
2	70	$31.26	$7.80	$20.85	$0.00	$59.91
3	75	$33.49	$7.80	$20.85	$0.00	$62.14
4	80	$35.72	$7.80	$20.85	$0.00	$64.37
5	85	$37.95	$7.80	$20.85	$0.00	$66.60
6	90	$40.19	$7.80	$20.85	$0.00	$68.84

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
LABORER *LABORERS - ZONE 1*	06/01/2018	$38.00	$7.70	$15.20	$0.00	$60.90
	12/01/2018	$38.95	$7.70	$15.20	$0.00	$61.85
	06/01/2019	$39.95	$7.70	$15.20	$0.00	$62.85
	12/01/2019	$40.95	$7.70	$15.20	$0.00	$63.85
	06/01/2020	$41.94	$7.70	$15.20	$0.00	$64.84
	12/01/2020	$42.92	$7.70	$15.20	$0.00	$65.82
	06/01/2021	$43.94	$7.70	$15.20	$0.00	$66.84
	12/01/2021	$44.95	$7.70	$15.20	$0.00	$67.85

Apprentice - *LABORER - Zone 1*

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$22.80	$7.70	$15.20	$0.00	$45.70
2	70	$26.60	$7.70	$15.20	$0.00	$49.50
3	80	$30.40	$7.70	$15.20	$0.00	$53.30
4	90	$34.20	$7.70	$15.20	$0.00	$57.10

Effective Date - 12/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$23.37	$7.70	$15.20	$0.00	$46.27
2	70	$27.27	$7.70	$15.20	$0.00	$50.17
3	80	$31.16	$7.70	$15.20	$0.00	$54.06
4	90	$35.06	$7.70	$15.20	$0.00	$57.96

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 1*	06/01/2018	$38.00	$7.70	$15.20	$0.00	$60.90
	12/01/2018	$38.95	$7.70	$15.20	$0.00	$61.85
	06/01/2019	$39.95	$7.70	$15.20	$0.00	$62.85
	12/01/2019	$40.95	$7.70	$15.20	$0.00	$63.85
	06/01/2020	$41.94	$7.70	$15.20	$0.00	$64.84
	12/01/2020	$42.92	$7.70	$15.20	$0.00	$65.82
	06/01/2021	$43.94	$7.70	$15.20	$0.00	$66.84
	12/01/2021	$44.95	$7.70	$15.20	$0.00	$67.85
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 1*	06/01/2018	$38.00	$7.70	$15.20	$0.00	$60.90
	12/01/2018	$38.95	$7.70	$15.20	$0.00	$61.85
	06/01/2019	$39.95	$7.70	$15.20	$0.00	$62.85
	12/01/2019	$40.95	$7.70	$15.20	$0.00	$63.85
	06/01/2020	$41.94	$7.70	$15.20	$0.00	$64.84
	12/01/2020	$42.92	$7.70	$15.20	$0.00	$65.82
	06/01/2021	$43.94	$7.70	$15.20	$0.00	$66.84
	12/01/2021	$44.95	$7.70	$15.20	$0.00	$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 1*	06/01/2018	$38.15	$7.70	$15.20	$0.00	$61.05
	12/01/2018	$39.10	$7.70	$15.20	$0.00	$62.00
	06/01/2019	$40.10	$7.70	$15.20	$0.00	$63.00
	12/01/2019	$41.10	$7.70	$15.20	$0.00	$64.00
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 1*	06/01/2018	$38.00	$7.70	$15.20	$0.00	$60.90
	12/01/2018	$38.95	$7.70	$15.20	$0.00	$61.85
	06/01/2019	$39.95	$7.70	$15.20	$0.00	$62.85
	12/01/2019	$40.95	$7.70	$15.20	$0.00	$63.85
	06/01/2020	$41.94	$7.70	$15.20	$0.00	$64.84
	12/01/2020	$42.92	$7.70	$15.20	$0.00	$65.82
	06/01/2021	$43.94	$7.70	$15.20	$0.00	$66.84
	12/01/2021	$44.95	$7.70	$15.20	$0.00	$67.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 1*	06/01/2018	$38.00	$7.70	$15.20	$0.00	$60.90
	12/01/2018	$38.95	$7.70	$15.20	$0.00	$61.85
	06/01/2019	$39.95	$7.70	$15.20	$0.00	$62.85
	12/01/2019	$40.95	$7.70	$15.20	$0.00	$63.85
	06/01/2020	$41.94	$7.70	$15.20	$0.00	$64.84
	12/01/2020	$42.92	$7.70	$15.20	$0.00	$65.82
	06/01/2021	$43.94	$7.70	$15.20	$0.00	$66.84
	12/01/2021	$44.95	$7.70	$15.20	$0.00	$67.85
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2018	$39.82	$10.75	$18.34	$0.00	$68.91
	08/01/2018	$40.90	$10.75	$18.47	$0.00	$70.12
	02/01/2019	$41.41	$10.75	$18.47	$0.00	$70.63
	08/01/2019	$42.49	$10.75	$18.61	$0.00	$71.85
	02/01/2020	$43.00	$10.75	$18.61	$0.00	$72.36
	08/01/2020	$44.08	$10.75	$18.76	$0.00	$73.59
	02/01/2021	$44.59	$10.75	$18.76	$0.00	$74.10
	08/01/2021	$45.71	$10.75	$18.92	$0.00	$75.38
	02/01/2022	$46.18	$10.75	$18.92	$0.00	$75.85

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

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.91	$10.75	$18.34	$0.00	$49.00
2	60	$23.89	$10.75	$18.34	$0.00	$52.98
3	70	$27.87	$10.75	$18.34	$0.00	$56.96
4	80	$31.86	$10.75	$18.34	$0.00	$60.95
5	90	$35.84	$10.75	$18.34	$0.00	$64.93

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.45	$10.75	$18.47	$0.00	$49.67
2	60	$24.54	$10.75	$18.47	$0.00	$53.76
3	70	$28.63	$10.75	$18.47	$0.00	$57.85
4	80	$32.72	$10.75	$18.47	$0.00	$61.94
5	90	$36.81	$10.75	$18.47	$0.00	$66.03

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2018	$52.10	$10.75	$20.03	$0.00	$82.88
	08/01/2018	$53.45	$10.75	$20.16	$0.00	$84.36
	02/01/2019	$54.07	$10.75	$20.16	$0.00	$84.98
	08/01/2019	$55.42	$10.75	$20.30	$0.00	$86.47
	02/01/2020	$56.05	$10.75	$20.30	$0.00	$87.10
	08/01/2020	$57.40	$10.75	$20.45	$0.00	$88.60
	02/01/2021	$58.04	$10.75	$20.45	$0.00	$89.24
	08/01/2021	$59.44	$10.75	$20.61	$0.00	$90.80
	02/01/2022	$60.01	$10.75	$20.61	$0.00	$91.37

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

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.05	$10.75	$20.03	$0.00	$56.83
2	60	$31.26	$10.75	$20.03	$0.00	$62.04
3	70	$36.47	$10.75	$20.03	$0.00	$67.25
4	80	$41.68	$10.75	$20.03	$0.00	$72.46
5	90	$46.89	$10.75	$20.03	$0.00	$77.67

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.73	$10.75	$20.16	$0.00	$57.64
2	60	$32.07	$10.75	$20.16	$0.00	$62.98
3	70	$37.42	$10.75	$20.16	$0.00	$68.33
4	80	$42.76	$10.75	$20.16	$0.00	$73.67
5	90	$48.11	$10.75	$20.16	$0.00	$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) *MILLWRIGHTS LOCAL 1121 - Zone 1*	04/01/2018	$40.42	$9.90	$18.50	$0.00	$68.82
	10/01/2018	$41.32	$9.90	$18.50	$0.00	$69.72
	04/01/2019	$42.22	$9.90	$18.50	$0.00	$70.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 1*

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$22.23	$9.90	$5.31	$0.00	$37.44
2	65	$26.27	$9.90	$15.13	$0.00	$51.30
3	75	$30.32	$9.90	$16.10	$0.00	$56.32
4	85	$34.36	$9.90	$17.06	$0.00	$61.32

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$23.24	$10.50	$15.50	$0.00	$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$27.40	$10.50	$15.50	$0.00	$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 1*	01/01/2018	$49.66	$8.10	$19.55	$0.00	$77.31
	07/01/2018	$50.01	$8.15	$20.15	$0.00	$78.31
	01/01/2019	$50.36	$8.15	$20.85	$0.00	$79.36
	07/01/2019	$51.46	$8.15	$20.85	$0.00	$80.46
	01/01/2020	$52.56	$8.15	$20.85	$0.00	$81.56
	07/01/2020	$53.66	$8.15	$20.85	$0.00	$82.66
	01/01/2021	$54.76	$8.15	$20.85	$0.00	$83.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.83	$8.10	$0.00	$0.00	$32.93
2	55	$27.31	$8.10	$5.06	$0.00	$40.47
3	60	$29.80	$8.10	$5.52	$0.00	$43.42
4	65	$32.28	$8.10	$5.98	$0.00	$46.36
5	70	$34.76	$8.10	$16.79	$0.00	$59.65
6	75	$37.25	$8.10	$17.25	$0.00	$62.60
7	80	$39.73	$8.10	$17.71	$0.00	$65.54
8	90	$44.69	$8.10	$18.63	$0.00	$71.42

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.01	$8.15	$0.00	$0.00	$33.16
2	55	$27.51	$8.15	$5.34	$0.00	$41.00
3	60	$30.01	$8.15	$5.82	$0.00	$43.98
4	65	$32.51	$8.15	$6.31	$0.00	$46.97
5	70	$35.01	$8.15	$17.24	$0.00	$60.40
6	75	$37.51	$8.15	$17.73	$0.00	$63.39
7	80	$40.01	$8.15	$18.21	$0.00	$66.37
8	90	$45.01	$8.15	$19.18	$0.00	$72.34

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2018	$46.35	$8.10	$19.55	$0.00	$74.00
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 1*	07/01/2018	$46.70	$8.15	$20.15	$0.00	$75.00
	01/01/2019	$47.05	$8.15	$20.85	$0.00	$76.05
	07/01/2019	$48.15	$8.15	$20.85	$0.00	$77.15
	01/01/2020	$49.25	$8.15	$20.85	$0.00	$78.25
	07/01/2020	$50.35	$8.15	$20.85	$0.00	$79.35
	01/01/2021	$51.45	$8.15	$20.85	$0.00	$80.45

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 1 - Spray/Sandblast - New*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.18	$8.10	$0.00	$0.00	$31.28
2	55	$25.49	$8.10	$5.06	$0.00	$38.65
3	60	$27.81	$8.10	$5.52	$0.00	$41.43
4	65	$30.13	$8.10	$5.98	$0.00	$44.21
5	70	$32.45	$8.10	$16.79	$0.00	$57.34
6	75	$34.76	$8.10	$17.25	$0.00	$60.11
7	80	$37.08	$8.10	$17.71	$0.00	$62.89
8	90	$41.72	$8.10	$18.63	$0.00	$68.45

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.35	$8.15	$0.00	$0.00	$31.50
2	55	$25.69	$8.15	$5.34	$0.00	$39.18
3	60	$28.02	$8.15	$5.82	$0.00	$41.99
4	65	$30.36	$8.15	$6.31	$0.00	$44.82
5	70	$32.69	$8.15	$17.24	$0.00	$58.08
6	75	$35.03	$8.15	$17.73	$0.00	$60.91
7	80	$37.36	$8.15	$18.21	$0.00	$63.72
8	90	$42.03	$8.15	$19.18	$0.00	$69.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 1*	01/01/2018	$44.41	$8.10	$19.55	$0.00	$72.06
	07/01/2018	$44.76	$8.15	$20.15	$0.00	$73.06
	01/01/2019	$45.11	$8.15	$20.85	$0.00	$74.11
	07/01/2019	$46.21	$8.15	$20.85	$0.00	$75.21
	01/01/2020	$47.31	$8.15	$20.85	$0.00	$76.31
	07/01/2020	$48.41	$8.15	$20.85	$0.00	$77.41
	01/01/2021	$49.51	$8.15	$20.85	$0.00	$78.51

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.21	$8.10	$0.00	$0.00	$30.31
2	55	$24.43	$8.10	$5.06	$0.00	$37.59
3	60	$26.65	$8.10	$5.52	$0.00	$40.27
4	65	$28.87	$8.10	$5.98	$0.00	$42.95
5	70	$31.09	$8.10	$16.79	$0.00	$55.98
6	75	$33.31	$8.10	$17.25	$0.00	$58.66
7	80	$35.53	$8.10	$17.71	$0.00	$61.34
8	90	$39.97	$8.10	$18.63	$0.00	$66.70

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.38	$8.15	$0.00	$0.00	$30.53
2	55	$24.62	$8.15	$5.34	$0.00	$38.11
3	60	$26.86	$8.15	$5.82	$0.00	$40.83
4	65	$29.09	$8.15	$6.31	$0.00	$43.55
5	70	$31.33	$8.15	$17.24	$0.00	$56.72
6	75	$33.57	$8.15	$17.73	$0.00	$59.45
7	80	$35.81	$8.15	$18.21	$0.00	$62.17
8	90	$40.28	$8.15	$19.18	$0.00	$67.61

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 1*	06/01/2018	$38.00	$7.70	$15.20	$0.00	$60.90
	12/01/2018	$38.95	$7.70	$15.20	$0.00	$61.85
	06/01/2019	$39.95	$7.70	$15.20	$0.00	$62.85
	12/01/2019	$40.95	$7.70	$15.20	$0.00	$63.85
	06/01/2020	$41.94	$7.70	$15.20	$0.00	$64.84
	12/01/2020	$42.92	$7.70	$15.20	$0.00	$65.82
	06/01/2021	$43.94	$7.70	$15.20	$0.00	$66.84
	12/01/2021	$44.95	$7.70	$15.20	$0.00	$67.85
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 1*	01/01/2018	$44.95	$8.10	$19.55	$0.00	$72.60
	07/01/2018	$45.30	$8.15	$20.15	$0.00	$73.60
	01/01/2019	$45.65	$8.15	$20.85	$0.00	$74.65
	07/01/2019	$46.75	$8.15	$20.85	$0.00	$75.75
	01/01/2020	$47.85	$8.15	$20.85	$0.00	$76.85
	07/01/2020	$48.95	$8.15	$20.85	$0.00	$77.95
	01/01/2021	$50.05	$8.15	$20.85	$0.00	$79.05

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER - Local 35 Zone 1 - BRUSH NEW*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.48	$8.10	$0.00	$0.00	$30.58
2	55	$24.72	$8.10	$5.06	$0.00	$37.88
3	60	$26.97	$8.10	$5.52	$0.00	$40.59
4	65	$29.22	$8.10	$5.98	$0.00	$43.30
5	70	$31.47	$8.10	$16.79	$0.00	$56.36
6	75	$33.71	$8.10	$17.25	$0.00	$59.06
7	80	$35.96	$8.10	$17.71	$0.00	$61.77
8	90	$40.46	$8.10	$18.63	$0.00	$67.19

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.65	$8.15	$0.00	$0.00	$30.80
2	55	$24.92	$8.15	$5.34	$0.00	$38.41
3	60	$27.18	$8.15	$5.82	$0.00	$41.15
4	65	$29.45	$8.15	$6.31	$0.00	$43.91
5	70	$31.71	$8.15	$17.24	$0.00	$57.10
6	75	$33.98	$8.15	$17.73	$0.00	$59.86
7	80	$36.24	$8.15	$18.21	$0.00	$62.60
8	90	$40.77	$8.15	$19.18	$0.00	$68.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 1*	01/01/2018	$43.01	$8.10	$19.55	$0.00	$70.66
	07/01/2018	$43.36	$8.15	$20.15	$0.00	$71.66
	01/01/2019	$43.71	$8.15	$20.85	$0.00	$72.71
	07/01/2019	$44.81	$8.15	$20.85	$0.00	$73.81
	01/01/2020	$45.91	$8.15	$20.85	$0.00	$74.91
	07/01/2020	$47.01	$8.15	$20.85	$0.00	$76.01
	01/01/2021	$48.11	$8.15	$20.85	$0.00	$77.11

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 1 - BRUSH REPAINT*

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.51	$8.10	$0.00	$0.00	$29.61
2	55	$23.66	$8.10	$5.06	$0.00	$36.82
3	60	$25.81	$8.10	$5.52	$0.00	$39.43
4	65	$27.96	$8.10	$5.98	$0.00	$42.04
5	70	$30.11	$8.10	$16.79	$0.00	$55.00
6	75	$32.26	$8.10	$17.25	$0.00	$57.61
7	80	$34.41	$8.10	$17.71	$0.00	$60.22
8	90	$38.71	$8.10	$18.63	$0.00	$65.44

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.68	$8.15	$0.00	$0.00	$29.83
2	55	$23.85	$8.15	$5.34	$0.00	$37.34
3	60	$26.02	$8.15	$5.82	$0.00	$39.99
4	65	$28.18	$8.15	$6.31	$0.00	$42.64
5	70	$30.35	$8.15	$17.24	$0.00	$55.74
6	75	$32.52	$8.15	$17.73	$0.00	$58.40
7	80	$34.69	$8.15	$18.21	$0.00	$61.05
8	90	$39.02	$8.15	$19.18	$0.00	$66.35

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.08	$10.91	$10.89	$0.00	$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$44.27	$9.90	$21.15	$0.00	$75.32
	08/01/2018	$46.57	$9.90	$21.15	$0.00	$77.62
	08/01/2019	$48.94	$9.90	$21.15	$0.00	$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2017	$44.27	$9.90	$21.15	$0.00	$75.32
	08/01/2018	$46.57	$9.90	$21.15	$0.00	$77.62
	08/01/2019	$48.94	$9.90	$21.15	$0.00	$79.99

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.14	$9.90	$21.15	$0.00	$53.19
2	60	$26.56	$9.90	$21.15	$0.00	$57.61
3	70	$30.99	$9.90	$21.15	$0.00	$62.04
4	75	$33.20	$9.90	$21.15	$0.00	$64.25
5	80	$35.42	$9.90	$21.15	$0.00	$66.47
6	80	$35.42	$9.90	$21.15	$0.00	$66.47
7	90	$39.84	$9.90	$21.15	$0.00	$70.89
8	90	$39.84	$9.90	$21.15	$0.00	$70.89

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.29	$9.90	$21.15	$0.00	$54.34
2	60	$27.94	$9.90	$21.15	$0.00	$58.99
3	70	$32.60	$9.90	$21.15	$0.00	$63.65
4	75	$34.93	$9.90	$21.15	$0.00	$65.98
5	80	$37.26	$9.90	$21.15	$0.00	$68.31
6	80	$37.26	$9.90	$21.15	$0.00	$68.31
7	90	$41.91	$9.90	$21.15	$0.00	$72.96
8	90	$41.91	$9.90	$21.15	$0.00	$72.96

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PIPEFITTER - Local 537*

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$20.58	$9.95	$7.75	$0.00	$38.28
2	45	$23.15	$9.95	$18.74	$0.00	$51.84
3	60	$30.86	$9.95	$18.74	$0.00	$59.55
4	70	$36.01	$9.95	$18.74	$0.00	$64.70
5	80	$41.15	$9.95	$18.74	$0.00	$69.84

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$21.18	$9.95	$7.75	$0.00	$38.88
2	45	$23.82	$9.95	$18.74	$0.00	$52.51
3	60	$31.76	$9.95	$18.74	$0.00	$60.45
4	70	$37.06	$9.95	$18.74	$0.00	$65.75
5	80	$42.35	$9.95	$18.74	$0.00	$71.04

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 *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2018	$54.69	$11.57	$15.76	$0.00	$82.02
	09/01/2018	$56.19	$11.57	$15.76	$0.00	$83.52
	03/01/2019	$57.69	$11.57	$15.76	$0.00	$85.02
	09/01/2019	$59.19	$11.57	$15.76	$0.00	$86.52
	03/01/2020	$60.69	$11.57	$15.76	$0.00	$88.02
	09/01/2020	$62.19	$11.57	$15.76	$0.00	$89.52
	03/01/2021	$63.69	$11.57	$15.76	$0.00	$91.02

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PLUMBER/GASFITTER - Local 12*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.14	$11.57	$5.72	$0.00	$36.43
2	40	$21.88	$11.57	$6.49	$0.00	$39.94
3	55	$30.08	$11.57	$8.81	$0.00	$50.46
4	65	$35.55	$11.57	$10.36	$0.00	$57.48
5	75	$41.02	$11.57	$11.90	$0.00	$64.49

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$19.67	$11.57	$5.72	$0.00	$36.96
2	40	$22.48	$11.57	$6.49	$0.00	$40.54
3	55	$30.90	$11.57	$8.82	$0.00	$51.29
4	65	$36.52	$11.57	$10.36	$0.00	$58.45
5	75	$42.14	$11.57	$11.90	$0.00	$65.61

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$61.00, Step5 with lic$67.99

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	09/01/2017	$51.44	$9.95	$18.74	$0.00	$80.13
	09/01/2018	$52.94	$9.95	$18.74	$0.00	$81.63
	09/01/2019	$54.44	$9.95	$18.74	$0.00	$83.13
	09/01/2020	$55.94	$9.95	$18.74	$0.00	$84.63

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

PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER *LABORERS - ZONE 1*	06/01/2018	$39.00	$7.70	$15.20	$0.00	$61.90
	12/01/2018	$39.95	$7.70	$15.20	$0.00	$62.85
	06/01/2019	$40.95	$7.70	$15.20	$0.00	$63.85
	12/01/2019	$41.95	$7.70	$15.20	$0.00	$64.85
	06/01/2020	$42.94	$7.70	$15.20	$0.00	$65.84
	12/01/2020	$43.92	$7.70	$15.20	$0.00	$66.82
	06/01/2021	$44.94	$7.70	$15.20	$0.00	$67.84
	12/01/2021	$45.95	$7.70	$15.20	$0.00	$68.85

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$31.80	$10.50	$15.50	$0.00	$57.80
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010)*TEAMSTERS LOCAL 25c*	07/01/2017	$28.18	$8.48	$9.72	$0.00	$46.38
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25c*	07/01/2017	$29.48	$8.48	$9.72	$0.00	$47.68
RECLAIMERS *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2018	$42.36	$11.35	$14.80	$0.00	$68.51
	08/01/2018	$43.46	$11.35	$14.80	$0.00	$69.61
	02/01/2019	$44.61	$11.35	$14.80	$0.00	$70.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.18	$11.35	$3.44	$0.00	$35.97
2	60	$25.42	$11.35	$14.80	$0.00	$51.57
3	65	$27.53	$11.35	$14.80	$0.00	$53.68
4	75	$31.77	$11.35	$14.80	$0.00	$57.92
5	85	$36.01	$11.35	$14.80	$0.00	$62.16

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.73	$11.35	$3.44	$0.00	$36.52
2	60	$26.08	$11.35	$14.80	$0.00	$52.23
3	65	$28.25	$11.35	$14.80	$0.00	$54.40
4	75	$32.60	$11.35	$14.80	$0.00	$58.75
5	85	$36.94	$11.35	$14.80	$0.00	$63.09

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 *ROOFERS LOCAL 33*	02/01/2018	$42.61	$11.35	$14.80	$0.00	$68.76
	08/01/2018	$43.71	$11.35	$14.80	$0.00	$69.86
	02/01/2019	$44.86	$11.35	$14.80	$0.00	$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2018	$44.11	$12.20	$24.12	$2.41	$82.84

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SHEET METAL WORKER - Local 17-A*

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.64	$12.20	$5.61	$0.00	$35.45
2	40	$17.64	$12.20	$5.61	$0.00	$35.45
3	45	$19.85	$12.20	$10.85	$1.29	$44.19
4	45	$19.85	$12.20	$10.85	$1.29	$44.19
5	50	$22.06	$12.20	$11.80	$1.38	$47.44
6	50	$22.06	$12.20	$12.05	$1.39	$47.70
7	60	$26.47	$12.20	$13.70	$1.57	$53.94
8	65	$28.67	$12.20	$14.65	$1.67	$57.19
9	75	$33.08	$12.20	$16.56	$1.86	$63.70
10	85	$37.49	$12.20	$17.96	$2.03	$69.68

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR *PAINTERS LOCAL 35 - ZONE 1*	06/01/2013	$25.81	$7.07	$7.05	$0.00	$39.93

Apprentice - *SIGN ERECTOR - Local 35 Zone 1*

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$12.91	$7.07	$0.00	$0.00	$19.98
2	55	$14.20	$7.07	$2.45	$0.00	$23.72
3	60	$15.49	$7.07	$2.45	$0.00	$25.01
4	65	$16.78	$7.07	$2.45	$0.00	$26.30
5	70	$18.07	$7.07	$7.05	$0.00	$32.19
6	75	$19.36	$7.07	$7.05	$0.00	$33.48
7	80	$20.65	$7.07	$7.05	$0.00	$34.77
8	85	$21.94	$7.07	$7.05	$0.00	$36.06
9	90	$23.23	$7.07	$7.05	$0.00	$37.35

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.54	$10.91	$10.89	$0.00	$55.34
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.83	$10.91	$10.89	$0.00	$55.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1*	03/01/2018	$57.78	$9.12	$18.15	$0.00	$85.05
	10/01/2018	$59.28	$9.12	$18.15	$0.00	$86.55
	01/01/2019	$59.28	$9.47	$18.35	$0.00	$87.10
	03/01/2019	$60.78	$9.47	$18.35	$0.00	$88.60
	10/01/2019	$62.28	$9.47	$18.35	$0.00	$90.10
	03/01/2020	$63.78	$9.47	$18.35	$0.00	$91.60
	10/01/2020	$65.28	$9.47	$18.35	$0.00	$93.10
	03/01/2021	$66.78	$9.47	$18.35	$0.00	$94.60

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

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$20.22	$9.12	$8.90	$0.00	$38.24
2	40	$23.11	$9.12	$8.90	$0.00	$41.13
3	45	$26.00	$9.12	$8.90	$0.00	$44.02
4	50	$28.89	$9.12	$8.90	$0.00	$46.91
5	55	$31.78	$9.12	$8.90	$0.00	$49.80
6	60	$34.67	$9.12	$10.40	$0.00	$54.19
7	65	$37.56	$9.12	$10.40	$0.00	$57.08
8	70	$40.45	$9.12	$10.40	$0.00	$59.97
9	75	$43.34	$9.12	$10.40	$0.00	$62.86
10	80	$46.22	$9.12	$10.40	$0.00	$65.74

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$20.75	$9.12	$8.90	$0.00	$38.77
2	40	$23.71	$9.12	$8.90	$0.00	$41.73
3	45	$26.68	$9.12	$8.90	$0.00	$44.70
4	50	$29.64	$9.12	$8.90	$0.00	$47.66
5	55	$32.60	$9.12	$8.90	$0.00	$50.62
6	60	$35.57	$9.12	$10.40	$0.00	$55.09
7	65	$38.53	$9.12	$10.40	$0.00	$58.05
8	70	$41.50	$9.12	$10.40	$0.00	$61.02
9	75	$44.46	$9.12	$10.40	$0.00	$63.98
10	80	$47.42	$9.12	$10.40	$0.00	$66.94

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 *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	03/01/2018	$37.61	$13.00	$15.93	$0.00	$66.54
	09/01/2018	$38.51	$13.00	$15.96	$0.00	$67.47
	03/01/2019	$39.40	$13.00	$15.98	$0.00	$68.38

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$15.04	$13.00	$0.45	$0.00	$28.49
2	40	$15.04	$13.00	$0.45	$0.00	$28.49
3	45	$16.92	$13.00	$12.74	$0.00	$42.66
4	45	$16.92	$13.00	$12.74	$0.00	$42.66
5	50	$18.81	$13.00	$13.03	$0.00	$44.84
6	55	$20.69	$13.00	$13.32	$0.00	$47.01
7	60	$22.57	$13.00	$13.61	$0.00	$49.18
8	65	$24.45	$13.00	$13.90	$0.00	$51.35
9	70	$26.33	$13.00	$14.19	$0.00	$53.52
10	75	$28.21	$13.00	$14.48	$0.00	$55.69

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$15.40	$13.00	$0.46	$0.00	$28.86
2	40	$15.40	$13.00	$0.46	$0.00	$28.86
3	45	$17.33	$13.00	$12.75	$0.00	$43.08
4	45	$17.33	$13.00	$12.75	$0.00	$43.08
5	50	$19.26	$13.00	$13.05	$0.00	$45.31
6	55	$21.18	$13.00	$13.34	$0.00	$47.52
7	60	$23.11	$13.00	$13.62	$0.00	$49.73
8	65	$25.03	$13.00	$13.92	$0.00	$51.95
9	70	$26.96	$13.00	$14.21	$0.00	$54.17
10	75	$28.88	$13.00	$14.50	$0.00	$56.38

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2018	$51.00	$10.75	$20.03	$0.00	$81.78
	08/01/2018	$52.35	$10.75	$20.16	$0.00	$83.26
	02/01/2019	$52.99	$10.75	$20.16	$0.00	$83.90
	08/01/2019	$54.34	$10.75	$20.30	$0.00	$85.39
	02/01/2020	$54.98	$10.75	$20.30	$0.00	$86.03
	08/01/2020	$56.33	$10.75	$20.45	$0.00	$87.53
	02/01/2021	$56.97	$10.75	$20.45	$0.00	$88.17
	08/01/2021	$58.37	$10.75	$20.61	$0.00	$89.73
	02/01/2022	$58.96	$10.75	$20.61	$0.00	$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TERRAZZO FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.50	$10.75	$20.03	$0.00	$56.28
2	60	$30.60	$10.75	$20.03	$0.00	$61.38
3	70	$35.70	$10.75	$20.03	$0.00	$66.48
4	80	$40.80	$10.75	$20.03	$0.00	$71.58
5	90	$45.90	$10.75	$20.03	$0.00	$76.68

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$39.35	$7.70	$15.40	$0.00	$62.45
	12/01/2018	$40.30	$7.70	$15.40	$0.00	$63.40
	06/01/2019	$41.30	$7.70	$15.40	$0.00	$64.40
	12/01/2019	$42.30	$7.70	$15.40	$0.00	$65.40
	06/01/2020	$43.29	$7.70	$15.40	$0.00	$66.39
	12/01/2020	$44.27	$7.70	$15.40	$0.00	$67.37
	06/01/2021	$45.29	$7.70	$15.40	$0.00	$68.39
	12/01/2021	$46.30	$7.70	$15.40	$0.00	$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$38.07	$7.70	$15.40	$0.00	$61.17
	12/01/2018	$39.02	$7.70	$15.40	$0.00	$62.12
	06/01/2019	$40.02	$7.70	$15.40	$0.00	$63.12
	12/01/2019	$41.02	$7.70	$15.40	$0.00	$64.12
	06/01/2020	$42.01	$7.70	$15.40	$0.00	$65.11
	12/01/2020	$42.99	$7.70	$15.40	$0.00	$66.09
	06/01/2021	$44.01	$7.70	$15.40	$0.00	$67.11
	12/01/2021	$45.02	$7.70	$15.40	$0.00	$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	06/01/2018	$37.95	$7.70	$15.40	$0.00	$61.05
	12/01/2018	$38.90	$7.70	$15.40	$0.00	$62.00
	06/01/2019	$39.90	$7.70	$15.40	$0.00	$63.00
	12/01/2019	$40.90	$7.70	$15.40	$0.00	$64.00
	06/01/2020	$41.89	$7.70	$15.40	$0.00	$64.99
	12/01/2020	$42.87	$7.70	$15.40	$0.00	$65.97
	06/01/2021	$43.89	$7.70	$15.40	$0.00	$66.99
	12/01/2021	$44.90	$7.70	$15.40	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.17	$10.50	$15.50	$0.00	$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$34.12	$10.91	$10.89	$0.00	$55.92

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	06/01/2018	$50.23	$7.70	$15.80	$0.00	$73.73
	12/01/2018	$51.18	$7.70	$15.80	$0.00	$74.68
	06/01/2019	$52.18	$7.70	$15.80	$0.00	$75.68
	12/01/2019	$53.18	$7.70	$15.80	$0.00	$76.68
	06/01/2020	$54.17	$7.70	$15.80	$0.00	$77.67
	12/01/2020	$55.15	$7.70	$15.80	$0.00	$78.65
	06/01/2021	$56.17	$7.70	$15.80	$0.00	$79.67
	12/01/2021	$57.18	$7.70	$15.80	$0.00	$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	06/01/2018	$52.23	$7.70	$15.80	$0.00	$75.73
	12/01/2018	$53.18	$7.70	$15.80	$0.00	$76.68
	06/01/2019	$54.18	$7.70	$15.80	$0.00	$77.68
	12/01/2019	$55.18	$7.70	$15.80	$0.00	$78.68
	06/01/2020	$56.17	$7.70	$15.80	$0.00	$79.67
	12/01/2020	$57.15	$7.70	$15.80	$0.00	$80.65
	06/01/2021	$58.17	$7.70	$15.80	$0.00	$81.67
	12/01/2021	$59.18	$7.70	$15.80	$0.00	$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	06/01/2018	$42.30	$7.70	$15.80	$0.00	$65.80
	12/01/2018	$43.25	$7.70	$15.80	$0.00	$66.75
	06/01/2019	$44.25	$7.70	$15.80	$0.00	$67.75
	12/01/2019	$45.25	$7.70	$15.80	$0.00	$68.75
	06/01/2020	$46.24	$7.70	$15.80	$0.00	$69.74
	12/01/2020	$47.22	$7.70	$15.80	$0.00	$70.72
	06/01/2021	$48.24	$7.70	$15.80	$0.00	$71.74
	12/01/2021	$49.25	$7.70	$15.80	$0.00	$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	06/01/2018	$44.30	$7.70	$15.80	$0.00	$67.80
	12/01/2018	$45.25	$7.70	$15.80	$0.00	$68.75
	06/01/2019	$46.25	$7.70	$15.80	$0.00	$69.75
	12/01/2019	$47.25	$7.70	$15.80	$0.00	$70.75
	06/01/2020	$48.24	$7.70	$15.80	$0.00	$71.74
	12/01/2020	$49.22	$7.70	$15.80	$0.00	$72.72
	06/01/2021	$50.24	$7.70	$15.80	$0.00	$73.74
	12/01/2021	$51.25	$7.70	$15.80	$0.00	$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2016	$33.54	$10.91	$10.89	$0.00	$55.34
WAGON DRILL OPERATOR *LABORERS - ZONE 1*	06/01/2018	$38.25	$7.70	$15.20	$0.00	$61.15
	12/01/2018	$39.20	$7.70	$15.20	$0.00	$62.10
	06/01/2019	$40.20	$7.70	$15.20	$0.00	$63.10
	12/01/2019	$41.20	$7.70	$15.20	$0.00	$64.10
	06/01/2020	$42.19	$7.70	$15.20	$0.00	$65.09
	12/01/2020	$43.17	$7.70	$15.20	$0.00	$66.07
	06/01/2021	$44.19	$7.70	$15.20	$0.00	$67.09
	12/01/2021	$45.20	$7.70	$15.20	$0.00	$68.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2017	$46.63	$10.50	$15.50	$0.00	$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2018	$54.69	$11.57	$15.76	$0.00	$82.02
	09/01/2018	$56.19	$11.57	$15.76	$0.00	$83.52
	03/01/2019	$57.69	$11.57	$15.76	$0.00	$85.02
	09/01/2019	$59.19	$11.57	$15.76	$0.00	$86.52
	03/01/2020	$60.69	$11.57	$15.76	$0.00	$88.02
	09/01/2020	$62.19	$11.57	$15.76	$0.00	$89.52
	03/01/2021	$63.69	$11.57	$15.76	$0.00	$91.02
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.

APPENDIX D
General Conditions

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REMODELING OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK IN THE TOWN OF BELMONT

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GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, INSTALLATION, DEMOLITION, MAINTENANCE, OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK IN THE TOWN OF BELMONT

ARTICLE 1: DEFINITIONS

1.1. In General.

1.1.1. Well-known meanings. When words or phrases that have a well-known technical, or construction industry, or trade meaning are used in the Contract Documents, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

1.1.2. Capitalization. The words and terms defined in this Article are capitalized in these General Terms and Conditions of the Contract. Other capitalized words may refer to a specific document found in the Contract Documents.

1.1.3. Persons. Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

1.1.4. Singular and Plural. The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

1.2. Definitions.

1.2.1. Agreement. The Agreement is the written document between the Town and the **Contractor** which is titled: Agreement between the Town of Belmont and the Contractor, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, the performance bond, the labor and materials or payment bonds, certificates of insurance, and all Modifications of the Agreement.

1.2.2. Architect's Supplemental Instructions. Architect's Supplemental Instruction (ASI) is a written order issued by the **Design Professional** which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

1.2.2. Change Order. A Change Order is a document which is signed by the **Contractor**, the **Design Professional**, and the Town**;** which is directed to the **Contractor;** which authorizes the **Contractor** to make an addition to, a deletion from or a revision in the Work, or an adjustment in the Contract Sum or in the Contract

Time; and which is issued on or after the date of the Agreement between the **Contractor** and the Town**.**

1.2.3. Claim. A Claim is a dispute, demand, or assertion by one of the parties arising out of or relating to the Contract for which such party is seeking relief.

1.2.4. Contract. The Contract consists of all the Contract Documents. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations**,** representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification to the Contract signed by both parties.

1.2.5. Contract Documents. The Contract Documents consist of the Agreement; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the **Contractor's** Bid and all accompanying documents; and the **Design Professional's** written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the **Design Professional** in preparing the Contract Documents are not Contract Documents.

1.2.6. Contractor. The **Contractor** is the person who is awarded the Contract for the Project herein pursuant to M.G.L. c. 149, §44A or M.G.L. c. 39, §39M; and is identified in the Agreement as such. The term "**Contractor**" is intended to include the **Contractor** as well as its authorized representative(s).

1.2.7. Contract Sum. The Contract Sum is the total amount stated in the Agreement payable by the Town to the **Contractor** for the completion of the Work in accordance with the Contract Documents.

1.2.8. Contract Time. Unless otherwise provided, the Contract Time is the number of days allotted in the Contract Documents or the dates stated in the Agreement, including authorized adjustments, for Substantial Completion. We usually put a contract end date that is beyond the date of substantial completion.

1.2.9. Coordination Drawings. Coordination Drawings are those drawings, which are prepared by the **Contractor** or a Subcontractor that show the exact alignment, physical locations, and configuration of the mechanical, electrical, and fire protection installations.

1.2.10. Day. The term "day" shall mean calendar day unless otherwise stated.

1.2.11. Design Professional. The **Design Professional** is the person lawfully licensed to practice architecture, engineering, or landscape architecture and has been selected by the Town to administer the Contract. The term "**Design Professional**," while referred to in the singular, means the **Design Professional** and/or the **Design Professional's** representative. For the purposes of this contract, the **Design**

Professional's representative is the **Belmont Facility Director** or designee.

1.2.12. Final Completion. Final Completion is the point in time when the Design Professional finds that the Work has been fully completed in accordance with the Contract Documents. Final Completion shall be no later than thirty (30) days after Substantial Completion.

1.2.14. General Requirements. General Requirements refer to Sections of Division 1 of the Specifications.

1.2.15. Modification. A Modification is a written instrument that amends the Contract after execution of the Agreement.

1.2.16. Notice to Proceed. A Notice to Proceed is a written notice given by the Town**,** or the **Design Professional**, to the **Contractor** fixing the date on which the Contract Time will begin to run and on which the **Contractor** shall start to perform its obligations under the Contract Documents.

1.2.17. Plans. The Plans are the drawings which are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, dimensions, scope, extent, and character of the Work to be furnished and performed by the **Contractor** and which have been prepared or approved by the **Design Professional**.

1.2.18. Product Data. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the **Contractor** to illustrate materials or equipment for some portion of the Work. Product Data are not considered part of the Contract Documents.

1.2.19. Project. The Project is the total Work to be provided under the Contract Documents and may be the whole or a part as indicated elsewhere in the Contract Documents and may include construction by the Town or by separate contractors. The Project is the Work described in the invitation to bid (advertisement) and Specifications and illustrated by the Plans, including any Modifications.

1.2.20. Project Manual. The Project Manual is the entire set of bidding documents which includes, but is not limited to, the invitation to bid (advertisement), the instructions to bidders, all of the forms, the wage rates, all City and state requirements, the General Terms and Conditions of the Contract, any supplementary conditions thereto, the Plans, the Specifications, and all addenda.

1.2.21. Proposed Change Order. A Proposed Change Order is a Change Order that has been submitted by the **Contractor** to the **Design Professional,** is under review, and has not been approved by the Town.

1.2.22. Samples. Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged. Samples are not considered part of the Contract Documents.

1.2.23. Shop Drawings. Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information that are specifically prepared or assembled by or for the **Contractor** and submitted by the **Contractor** to illustrate some portion of the Work. Shop Drawings are not considered part of the Contract Documents.

1.2.24. Site. The Site is the location of the Project and of the Work.

1.2.25. Specifications. Specifications are those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.2.26. Subcontractor. A Subcontractor is a person who contracts directly with the **Contractor**, unless otherwise stated.

1.2.27. Submittals. Submittals are those Shop Drawings, Product Data, Samples, or any other required document that are provided to the Design Professional for review and approval.

1.2.28. Substantial Completion. Substantial Completion means that the Work has been completed except for Work having a Contract Price of less than one percent (1%) of the then adjusted total Contract Price or substantially all of the Work been completed and opened for full and intended public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work.

1.2.29. Sub-subcontractor. A Sub-subcontractor is a person who has contracted directly with a Subcontractor.

1.2.30. Supplier. A Supplier is a manufacturer, fabricator, distributor, material person, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated into the Work by the Contractor or any Subcontractor.

1.2.31. The **Town** refers to the Town of Belmont, which is the owner of the Project and is the public awarding authority with which the **Contractor** has entered into the Contract and for whom the Work is to be provided.

1.2.32. Work. Work refers to the services and the entire completed construction or the various separately identifiable parts thereof required by the

Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the **Contractor** to fulfill the **Contractor's** obligations. The Work may constitute the whole or a part of the Project.

1.2.33. Construction Change Directive. A **Construction Change** Directive is a written directive to the **Contractor** ordering an addition to, a deletion from, or a revision to the Work issued on or after the date of the Agreement, signed by the **Town**, and recommended by the **Design Professional**.

ARTICLE 2: ABOUT THE CONTRACT DOCUMENTS

2.1. Priority/Conflict.

2.1.1. Priority Among Contract Documents. In the event of conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

Highest Priority:	Modifications, including Change Orders (later date take precedence over earlier date)
Second Priority:	Agreement
Third Priority:	Addenda-later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Plans and Specifications

2.1.1.1. If there is a conflict between the Plans and Specifications, the figured dimensions shall govern over the scaled dimensions. Detailed Plans shall govern over the general Plans. Larger scale Plans shall take precedence over smaller scale Plans. Plans shall govern over Shop Drawings. Whenever notes, specifications, dimensions, details, or schedules in the Specifications or in the Plans, or between the Specifications and the Plans, or in all other instances not specifically noted above, the **Contractor** shall provide, unless otherwise directed by a Modification of the Contract, the better quality or greater quantity of Work at no increase in the Contract Sum or in the Contract Time.

2.1.1.2. Compliance with these priority conditions shall not justify any changes in the Work or any increase in the Contract Sum or Contract Time, unless any such compliance results in Work that may not be reasonably inferred from the Contract Documents as being required to produce the intended result as determined by the **Design Professional**. For the purposes of this contract, the **Design Professional's** representative is the **Belmont Facility Director** or designee.

2.1.2. Review of the Contract Documents and Field Conditions and Discovery of Conflict, Error, Ambiguity, or Discrepancy. Before starting the Work, and during the progress thereof, the **Contractor** shall carefully study and compare the Contract Documents with each other and with the information furnished by the **Town** pursuant to Article 3 and shall at once report to the **Design Professional** any error, inconsistency, or omission the **Contractor** may discover. Any necessary change shall be ordered as provided in Article 11, subject to the requirements of any other provisions of the Contract Documents. The **Contractor** shall not proceed with the Work affected thereby (except in an emergency) until a Modification has been issued. If the **Contractor** proceeds with the Work having discovered such errors, inconsistencies, or omissions contrary to the provisions contained herein, or if by reasonable study of the Contract Documents the **Contractor** could have discovered such, the **Contractor** shall bear all costs arising therefrom. The **Contractor** shall be liable to the **Town** for failure to report any conflict, error, ambiguity, or discrepancy of which it knew or should have known.

2.1.3. Field Measurements. The **Contractor** shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the **Contractor** with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the **Design Professional** at once.

2.1.4. Statutory Provisions. The **Town** and the **Contractor** recognize that other rights duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they may not be provided for in the Contract Documents. In case of conflict between the statutory provisions and other provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern.

2.1.5. Voided or Unlawful Provisions. In the event any provision in the Contract is voided or deemed unlawful, such provision shall be deleted without affecting the remainder of the Contract.

2.2. Execution.

2.2.1. Execution of the Agreement by the **Contractor** is a representation that the **Contractor** has visited the Site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

2.3. Intent.

2.3.1. Entire Agreement. The Contract Documents comprise the entire agreement between the **Town** and the **Contractor** concerning the Work**.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **Contractor**. The Contract Documents are

complementary; what is required by one shall be as binding as if required by all. Performance by the **Contractor** shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. All Work mentioned or indicated in the Contract Documents shall be performed by the **Contractor** as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

2.3.2. Statutory Provisions. Each and every provision of law, code, and regulation, required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

2.3.3. Functionally Complete Project. It is the intent of the Contract Documents to describe a functionally complete Project. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **Contractor**. Any Work, materials, or equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed by the **Contractor** whether or not specifically called for in the Contract Documents.

2.3.4. Indications or Notations. All indications or notations which apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

2.3.5. Standards or Quality of Materials or Workmanship. Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

2.3.6. Manufactured Products. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

2.3.7. Mechanical, Electrical, and Fire Protection Plans. The mechanical, electrical, and fire protection Plans are diagrammatic only and are not intended to show the alignment, physical locations, or configurations of such Work. Such Work shall be installed without additional cost to the **Town** to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the **Contractor** shall prepare Coordination Drawings and demonstrate to the **Design Professional's** satisfaction

that the installations will comply with the preceding sentence. The **Contractor** shall be solely liable and responsible for any costs and/or delays resulting from the **Contractor's** failure to prepare such Coordination Drawings.

2.3.8. Locations of Fixtures and Outlets. Exact locations of fixtures and outlets shall be obtained from the **Design Professional** as provided in Article 5 before the Work is roughed in. Work installed without such information from the **Design Professional** shall be relocated at the **Contractor's** expense.

2.3.9. Tests. When test boring or soil test information are included with the Contract Documents or otherwise made available to the **Contractor** and such test boring or soil test information was obtained by the **Town** for use by the **Design Professional** in the design of the Project or Work, the **Town** does not hold out such information to the **Contractor** as an accurate or approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the **Contractor** on such information shall be allowed except as otherwise provided herein. Any such reports are not part of the Contract Documents.

2.3.10. Joining Work. Where the Work is to fit with existing conditions or work to be performed by others, the **Contractor** shall fully and completely join the Work with such conditions or work, unless otherwise specified.

2.4. Organization.

2.4.1. Except as provided in M.G.L. c. 149, §44F, the organization of the Specifications into divisions, sections, and articles, and the arrangement of Plans shall not control the **Contractor** in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

2.5. References.

2.5.1. Where codes, manuals, specifications, standards, requirements and publications of public and private bodies are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated. Where statutes are referred to in the Contract Documents whether specifically or by implication, references shall be understood to be to the latest revision.

2.5.2. References herein to particular paragraphs or Articles are solely to facilitate finding additional information with regard to the specific matters and are not to be construed in any way as limiting the possible paragraphs and Articles in which such matters may be found elsewhere in this document.

2.6. Reuse of Design Professional's Written Instruments.

2.6.1. Neither the **Contractor** nor any Subcontractor or Supplier shall have

or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents prepared by the **Design Professional** and shall not reuse any of such Plans, Specifications, or other documents without prior written consent of the **Town** and the **Design Professional**.

2.7. Written Material of the Contractor.

2.7.1. All written material prepared or collected by the **Contractor** in the course of completing the Work shall be the exclusive property of the **Town** and shall not be used by the **Contractor** for any purpose other than the purpose of this Contract.

2.8. Modifying Words.

2.8.1. In the interest of simplicity, modifying words such as "all" and "any" may be omitted, but the fact that such words may be absent from one sentence and appear in another is not intended to affect the interpretation of either statement.

2.9. Use of Certain Words and Terms.

2.9.1. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the **Town** or of the **Design Professional** as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

2.9.2. The use of any such term or adjective shall not be effective to change the duties and responsibilities of the **Town** or the **Design Professional** from those assigned in the Contract Documents or to assign any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

2.9.3. When the words "Contractor," "Subcontractor," Sub-subcontractor," and "Supplier" are used, they are intended to include their employees and agents, unless otherwise specified.

2.10. Modification of the Contract Documents.

2.10.1. Major Modifications. Major Modifications may affect the Contract Sum or the Contract Time. The Contract Documents may be amended to provide for

additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways, all of which must contain a written endorsement by the **Town**:

2.10.1.1. a formal written amendment;

2.10.1.2. a Change Order;

2.10.1.3. a **Construction Change** Directive; or

2.10.1.4. the **Design Professional's** written interpretation, clarification, or decision.

2.10.2. Minor Modifications. Minor modifications do not affect the Contract Sum or the Contract Time. The requirements of the Contract Documents may be supplemented and minor variations and deviations of the Work may be authorized in one or more of the following ways:

2.10.2.1. a Field Order; or

2.10.2.2. the **Design Professional's** approval of a Shop Drawing or Sample.

ARTICLE 3: THE TOWN

3.1. Signatory.

3.1.1. All documents which require a signature or an endorsement by the **Town** must be signed by the Town Administrator in order to be deemed ratified by the **Town**.

3.2. Requirements to Provide Documents.

3.2.1. To the extent they are available, the **Town** shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the Site.

3.2.2. The **Town** shall obtain and pay for necessary approvals, easements, assessments, and charges that are customarily secured prior to the execution of the Contract.

3.2.3. The **Town** shall furnish information or services required of the **Town** hereunder with reasonable promptness after receipt from the **Contractor** of a written request for such information or services.

3.2.4. The **Town** shall provide the **Contractor**, at no charge, such copies of the

Project Manual as are reasonably necessary for the execution of the Work.

3.3. Owner's Project Manager and Clerk of the Works.

3.3.1. The **Town** may engage an Owner's Project Manager (OPM) for this Project, in which case the **Town** shall, upon request of the **Contractor**, provide the **Contractor** with a written statement of the duties, responsibilities, and limitations of authority of such Owner's Project Manager. Except as expressly set forth in such written statement, the Owner's Project Manager shall have no authority to approve Work, to approve Change Orders, or to exercise any of the power and authority of the **Town** or the **Design Professional**. The Owner's Project Manager shall observe the **Contractor's** operations and construction activities for compliance with the Plans and Specifications. The Owner's Project Manager shall have access to all areas of the Project at all times. The **Contractor** shall fully cooperate with the Owner's Project Manager in the performance of the OPM's duties.

3.3.2 The **Town** may engage a Clerk of the Works for this Project, in which case the **Town** shall, upon request of the **Contractor**, provide the **Contractor** with a written statement of the duties, responsibilities, and limitations of authority of such Clerk of the Works. Except as expressly set forth in such written statement, the Clerk of the Works shall have no authority to approve Work, to approve Change Orders, or to exercise any of the power and authority of the **Town** or the **Design Professional**. The Clerk of the Works shall observe the **Contractor's** operations and construction activities for compliance with the Plans and Specifications. The Clerk of the Works shall have access to all areas of the Project at all times. The **Contractor** shall fully cooperate with the Clerk of the Works in the performance of the Clerk's duties.

3.4. Town's Right to Perform Construction and to Award Separate Contracts.

3.4.1. The **Town** reserves the right to perform construction or operations at the Site with its own forces or others. If the **Contractor** claims that a delay or additional cost is involved because of such action by the **Town**, the **Contractor** shall make such Claim as provided elsewhere in the Contract Documents.

3.4.2. When the separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "**Contractor**" in the Contract Documents in each case shall mean the **Contractor** who executes each separate Town-Contractor Agreement.

3.4.3. The **Town** shall provide for coordination of the activities of the **Town's** own forces and of each separate contractor with the Work of the **Contractor**, who shall cooperate with them. The **Contractor** shall afford each other person access to the Site and shall properly coordinate its Work with that of the persons performing other work. The **Contractor** shall participate with other separate contractors and the **Town** in reviewing their construction schedules when directed to do so. The **Contractor** shall make any revisions to the construction schedules deemed necessary after a joint review

and mutual agreement. The construction schedules shall then constitute the schedules to be used by the **Contractor**, separate contractors, and the **Town** until subsequently revised.

3.5. Limitations on the Town's Responsibilities.

3.5.1. The **Town** shall not supervise, direct, or have control or authority over, nor be responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws, codes and regulations applicable to the furnishing or performance of the Work. The **Town** will not be responsible for the **Contractor's** failure to perform or furnish the Work in accordance with the Contract Documents. The **Town** is not responsible for the acts or omissions of the **Contractor**, any Subcontractor, Supplier, or anyone for whose acts the **Contractor**, any Subcontractor or Suppliers may be liable.

3.5.2. The **Town's** authority to review any of the **Contractor's** progress schedules, or its decision to raise or not to raise any objections about such schedules shall not impose on the **Town** any responsibility for the timing, planning, scheduling, or execution of the Work, nor in any way give rise to any duty or responsibility on the part of the **Town** to exercise this authority for the benefit of the **Contractor**, any Subcontractor or Supplier or any other party.

3.5.3. The **Town's** decision to raise or not to raise objections with regard to any aspects of the **Contractor's** insurance shall in no way give rise to any duty or responsibility on the part of the **Town** to or for the benefit of the **Contractor**, any Subcontractor, any Supplier, or any other party.

3.6. Reservation of Rights .

3.6.1. The **Town** reserves the right to correct at any time any error in any progress payment that may have been made.

3.6.2. Should defective Work be discovered subsequent to final payment, the **Town** reserves the right to make a claim and recover all costs and professional fees associated therewith, including the cost of removing and/or replacing the defective Work.

3.7. Waivers .

3.7.1. All waivers by the **Town** are valid only to the extent that they are signed by the **Town**. Any such waivers pertain only to the specific matter contained in the waiver and not to any similar, subsequent matters.

ARTICLE 4: THE DESIGN PROFESSIONAL

4.1. Town's Representative.

4.1.1. The **Design Professional** is the **Town's** representative (1) during construction, (2) until final payment is due, and (3) with the **Town's** concurrence, from time to time during the correction period described in Article 10. The **Design Professional** will advise and consult with the **Town**. The **Design Professional** will have authority to act on behalf of the **Town** only to the extent provided in the Contract Documents, unless otherwise modified by a written instrument in accordance with other provisions of the Contract.

4.1.2. The duties, responsibilities, and the limitations of authority of the **Design Professional** as the **Town's** representative during construction are set forth in the Contract Documents and shall not be extended without the written consent of the **Town** and the **Design Professional**.

4.2. Administration of the Contract .

4.2.1. The **Design Professional** will provide administration of the Contract as described in the Contract Documents, unless the **Town** has engaged a construction manager.

4.3. Visits to the Site.

4.3.1. The **Design Professional** will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the **Design Professional** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, engineer, or landscape architect, the **Design Professional** will keep the **Town** informed of progress of the Work in writing and will endeavor to guard the **Town** against defects and deficiencies in the Work.

4.4. [Deleted]

4.5. Certification of Applications for Payment.

4.5.1. Based on the **Design Professional's** observations and evaluations of the **Contractor's** applications for payment, the **Design Professional** will review and certify the amounts due the **Contractor** and will issue certificates for payment in such amounts.

4.6. Rejection of Work.

4.6.1. The **Design Professional** will have authority to reject or disapprove Work (1) that does not conform to the Contract Documents; (2) that the **Design Professional** believes to be defective; and (3) that the **Design Professional** believes will not produce a

completed Project conforming to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Whenever the **Design Professional** considers it necessary or advisable for implementation of the intent of the Contract Documents, the **Design Professional** will have authority to require additional inspection or testing of the Work in accordance with Article 9, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the **Design Professional** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Design Professional** to the **Contractor**, Subcontractors, Suppliers, or other persons performing portions of the Work.

4.7. Review of Submittals.

4.7.1. The **Design Professional** will review or take other appropriate action upon the **Contractor's** submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and only to the extent that the **Design Professional** believes desirable to protect the **Town's** interest. The **Design Professional's** action will be taken with reasonable promptness, while allowing sufficient time in the **Design Professional's** professional judgment to permit adequate review, taking into account the time periods set forth in the latest schedule prepared by the **Contractor** and approved by the **Design Professional**. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the **Contractor** as required by the Contract Documents. The **Design Professional's** review of the **Contractor's** submittals shall not relieve the **Contractor** of the obligations under Article 5. The **Design Professional's** review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The **Design Professional's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. After the rejection of the second resubmittal of any one Submittal, the **Contractor** shall bear the cost of the review of each subsequent resubmittal.

4.8. Preparation of Change Orders and Construction Change Directives.

4.8.1. The **Town** will prepare **Change Orders** and **Construction Change Directives** and the **Design Professional** may authorize minor Modifications in the Work as provided in Article 11.

4.9. Inspections.

4.9.1. The **Design Professional** will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; will receive and forward to the **Town** for the **Town's** review and records written warranties and related documents required by the Contract and assembled by the **Contractor**; and will issue a

final certificate for payment upon the **Contractor's** compliance with all of the requirements of the Contract Documents.

4.10. Interpretations, Clarifications, and Decisions.

4.10.1. The **Design Professional** will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the **Town** or the **Contractor**. The **Design Professional's** response to such requests will be made with reasonable promptness and within the time set forth in the Agreement between the **Town** and the **Design Professional**. Any such written interpretations, clarifications, and decisions shall be binding on the **Contractor**.

4.10.2. Interpretations, clarifications, and decisions of the **Design Professional** will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. The **Design Professional** will not be liable to the **Contractor**, any Subcontractor, or Supplier for results of interpretations, clarifications, or decisions so rendered in good faith.

4.10.3. The **Design Professional** may, as the **Design Professional** judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by a Field Order or other notice to the **Contractor**, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without any additional cost or an extension of the Contract Time.

4.10.4. The **Design Professional's** decisions on matters relating to aesthetic effect must be consistent with the **Town's** and will be final.

4.11. Limitation on the Design Professional's Responsibilities .

4.11.1. Neither the **Design Professional's** authority to act under the provisions of the Contract Documents nor any decision made by the **Design Professional** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Design Professional** to the **Contractor**, any Subcontractor, any Supplier, any surety for any of them or any other person.

4.11.2. The **Design Professional** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the **Contractor's** responsibility as provided in Article 5. The **Design Professional** will not be responsible for the **Contractor's** failure to carry out the Work in accordance with the Contract Documents. The **Design Professional** will not have control over or charge of and will not be responsible for acts or

omissions of the **Contractor**, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

ARTICLE 5: THE CONTRACTOR

5.1. Relationship with the Town.

5.1.1. The **Contractor** is an independent contractor and not an employee of the **Town.** The **Contractor** is engaged by virtue of the Contract to perform only those services contained therein. The **Contractor** is not authorized to contract on behalf of the **Town** or to incur any liability on the part of the **Town**.

5.2. Code of Conduct.

5.2.1. M.G.L. c. 268A establishes standards of conduct for officials and employees of the **Town**. The **Contractor** shall familiarize itself with the statute and act accordingly.

5.3. Quality Assurance.

5.3.1. The **Contractor** shall be responsible for ensuring that it, all Subcontractors, Suppliers, and all persons employed to do the Work under the Contract Documents perform in a professional manner, provide a high quality of service and Work, and perform in accordance with the Contract Documents.

5.4. Supervision.

5.4.1. Competence and Efficiency. The **Contractor** shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills, attention and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

5.4.2. Construction Means, Methods, Techniques, Etc. The **Contractor** shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. Where the Contract Documents refer to particular construction means, methods, techniques, sequences, or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the **Contractor** shall be such as to produce at least the quality of Work implied by the operations described. The actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the **Contractor**, who shall notify the **Design Professional** in writing, prior to implementation, of the actual means, methods, techniques, sequences, or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, liability or cost of correcting defective work arising from

the employment of any construction means, methods, techniques, sequences, or procedures shall be borne by the **Contractor**, notwithstanding that such construction means, methods, techniques, sequences, or procedures are referred to, indicated or implied by the Contract Documents, unless the **Contractor** has given timely notice to the **Town** and the **Design Professional** in writing that such means, methods, techniques, sequences, or procedures are not safe or suitable, and the **Town** has then instructed the **Contractor** in writing to proceed at the **Town's** risk.

5.4.3. Variance between the Contract Documents and Statutes, Ordinances, Codes, Rules, and Regulations. The **Contractor** shall promptly notify the **Design Professional** and the **Town** in writing of any variances between the Contract Documents and statutes, ordinances, codes, rules, and regulations. If the **Contractor,** without written notice to the **Design Professional** and the **Town,** performs Work knowing that it is contrary to statutes, ordinances, codes, rules, and regulations, the **Contractor** shall assume full responsibility for such Work and shall bear the costs associated therewith, i.e., replacement, repairs, removal, and fines.

5.4.4. Acts and Omissions. The **Contractor** shall be responsible to the **Town** for the acts and omissions of all persons performing or supplying the Work.

5.4.5. Inspections. The **Contractor** shall be responsible for inspection of portions of Work already performed under this Contract to determine whether such portions are in proper condition to receive subsequent Work.

5.5. Personnel.

5.5.1. Suitability. The **Contractor** shall provide competent, properly licensed and/or certified, suitably qualified, and reliable personnel to perform the Work required by the Contract Documents. The **Contractor** shall enforce strict discipline and maintain good order at the site at all times. The **Contractor** shall not employ any Subcontractor, Supplier, or other person, whether initially or as a substitute, against whom the **Town** may have reasonable objection. Acceptance of any Subcontractor or other person by the **Town** shall not constitute a waiver of any right of the **Town** to reject defective Work.

5.5.2. Sexual Harassment. Sexual harassment is an unlawful practice under M.G.L. c. 151B. The **Contractor**, Subcontractors, and all other persons responsible for any portion of the Work shall refrain from engaging in sexual harassment. The **Contractor** shall be responsible for any acts of sexual harassment committed by any persons responsible for any portion of the Work. The **Contractor** shall take appropriate action against any such individuals.

5.5.3. Weapons and Illegal Drugs. No weapons or illegal drugs are permitted on the Site. It is the responsibility of the **Contractor** to ensure that no weapons or illegal drugs are brought to the Site.

5.5.4. Maximum Work Day and Work Week. (*Reference:* M.G.L. c. 149,

§§30 and 34). No laborer, worker, mechanic, foreperson or inspector working within this Commonwealth in the employ of the **Contractor**, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week, except in cases of emergency.

5.5.5. Lodging. (*Reference:* M.G.L. c. 149, §25). Every employee under this Contract shall lodge, board and trade where and with whom he or she elects, and neither the **Contractor** nor its agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

5.5.6. Wage Rates. (*Reference:* M.G.L. c. 149, §27). Mechanics and apprentices, teamsters, chauffeurs and laborers performing Work shall be paid no less than the minimum rate of wages included in the bid documents and the Project Manual and which are made part of the Contract. They shall continue to be the minimum rate of wages for said employees during the life of the Contract. The **Contractor** shall keep a legible copy of the wage rates posted in a conspicuous place at the site during the life of the Contract. These rates of wages shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in M.G.L. c. 149, §26;, and such payments shall be considered as payments to persons under M.G.L. c. 149, §27 performing work as therein provided. If the **Contractor** does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in the rates of wages, the **Contractor** shall pay the amount of said payments directly to each employee engaged in the Work. If the **Contractor** pays less than the rate of wages, including payments to health and welfare funds and pension funds, or the equivalent payments in wages to any person performing Work within the classifications as determined by the Commissioner of Labor and Industries, and if the **Contractor** takes or receives for its own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any part or portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to such person for Work done or service rendered on the Project, the **Contractor** will be subject to the penalties set forth in M.G.L. c. 149, §27. Notwithstanding the foregoing and the requirements of 5.5.7.1 and 5.5.7.2 below, if the Contract is federally funded, federal labor standards apply, including Davis Bacon minimum wage rates and payroll reporting requirements. See the "Federal Requirements" section at the end of these contract documents.

5.5.7. Payroll Records of Employees. (*Reference:* M.G.L. c. 149, §27B). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §§27 and 27A shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs, and laborers performing Work showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to all such employees. The **Contractor** and the Subcontractors shall submit a copy of said record to the **Town** on a weekly basis.

5.5.7.1. (*Reference:* M.G.L. c. 149, §27B). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §§27 and 27A shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

5.5.7.2. (*Reference:* M.G.L. c. 149, §27B). The **Contractor** and all Subcontractors who are subject to M.G.L. c. 149, §§27 and 27A shall furnish to the Commissioner of Labor and Industries and the **Town** within fifteen (15) days after completion of their portion of the Work a statement executed by the **Contractor** or Subcontractor or by any authorized officer or employee of the **Contractor** or Subcontractor who supervises the payment of wages in the form found in M.G.L. c.149, §27B.

5.5.8. **Prevailing Wages for Police Officers** (*Reference*: M.G.L. c. 149, § 34B). The **Contractor** shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

5.5.9. Contractor Responsibility. The **Contractor** shall be responsible for all loss, cost and damages suffered or incurred by the **Town** as a result of any stop work order or other enforcement action taken by the Attorney General under the authority of M.G.L. c. 149, §27 and shall indemnify, defend (with counsel acceptable to the Town) and hold harmless the Town from and against all claims, actions, suits, fines or administrative proceedings arising out of or related to the violation by the **Contractor** or any **Subcontractor** of the Prevailing Wage Law.

5.6. Superintendence.

5.6.1. Employment of a Superintendent. The **Contractor** shall employ a competent, properly licensed superintendent, reasonably acceptable to the **Town**, and necessary assistants who shall be in attendance at the Site full time during the progress of the Work until the date of Substantial Completion and for such additional time thereafter as the **Design Professional** or the **Town** may determine to be necessary for the expeditious completion of the Work, including final completion. If continually in the employ of the Contractor, the same Superintendent shall be assigned to this project.

5.6.2. Removal/Replacement of a Superintendent. The **Contractor** shall remove the superintendent if requested to do so in writing by the **Town** and shall promptly replace such superintendent with a competent person reasonably acceptable to the **Town**. The superintendent shall represent the **Contractor**, and communications given to the superintendent shall be as binding as if given to the **Contractor**. The **Contractor** shall not replace the superintendent without written notice to the **Town** and the **Design Professional**.

5.6.3. Registered Professional Engineer or Registered Land Surveyor. The

Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the **Engineer**, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities, and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

5.6.4. Building Grades, Lines, Etc.; The **Contractor** shall establish the building grades; lines; levels; and column, wall and partition lines required by the various Subcontractors in laying out their Work.

5.6.5. Coordination and Supervision. The **Contractor** shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The **Contractor** and all Subcontractors shall at all times afford each trade, any separate contractor, or the **Town**, every reasonable opportunity for the installation of Work and the storage of materials.

5.6.6. Job Meetings. There shall be job meetings held on a weekly basis, or more often if required by the **Town**. The **Contractor** shall arrange for and attend weekly job meetings with the **Design Professional** and such other persons as the **Design Professional** may from time to time request to have present. The **Contractor** shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the **Contractor's** own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the **Design Professional**. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and workforce power. Any notices required under the Contract may be served on such representatives.

5.7. Materials, Labor, Equipment, Etc.

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

5.7.2. Quality and Use of. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the **Design Professional**, the **Contractor** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned,

and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

5.7.3. Discrepancies or Defects. If the **Contractor** is unable to perform its Work because of discrepancies or defects in the work of the **Town's** own forces or of a separate contractor, the **Contractor** shall immediately notify the **Design Professional** and the **Town** in writing of the conditions that render unable to so perform. Failure to notify the **Design Professional** constitutes an acknowledgment and acceptance of the other work as being fit and proper for integration with the **Contractor's** Work except for latent or non-apparent defects and deficiencies in the other work.

5.8. Contractor's Management and Financial Statement Requirements. (*Reference:* M.G.L. c. 30, §39R)

5.8.1. The words defined herein shall have the meaning stated below whenever they appear in this Paragraph:

5.8.1.1. "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to M.G.L. c.149, §44A-H or M.G.L. c. 30, §39M, inclusive.

5.8.1.2. "Contract" means any contract awarded or executed pursuant to M.G.L. c. 149, §44A-H or M.G.L. c. 30, §39M, which is for an amount or estimate amount that exceed the dollar amount set forth in M.G.L. c. 30, §39R.

5.8.1.3. "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

5.8.1.4. "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the **Town**.

5.8.1.5. "Audit," when used in regard to financial statement, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

5.8.1.6. "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified accountant indicates the scope of the audit which s/he has made and sets forth his/her opinion regarding the financial statements taken as a whole with listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefore shall be stated. An accountant's report shall include as part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

5.8.1.7. "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

5.8.1.8. Accounting terms, unless otherwise defined herein shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

5.8.2. The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

5.8.3. Until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Commissioner of the Division of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of its Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or its Subcontractors.

5.8.4. The Contractor shall describe any change in the method of maintaining Records or recording transactions which materially affect any statements filed with the **Town**, including in its description the date of the change and reasons therefore, and shall accompany said description with a letter from the Contractor's Independent Certified Public Accountant approving or otherwise commenting on the changes.

5.8.5. The Contractor shall file a Statement of Management on internal accounting controls as set forth below prior to the execution of the Contract.

5.8.6. The Contractor shall file prior to the execution of the contract and shall continue to file annually, an Audited Financial Statement for the most recent completed fiscal year as set forth below.

5.8.7. The Contractor shall file with the **Town** a Statement of Management as to

whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

5.8.7.1. transactions are executed in accordance with Management's general and specific authorization;

5.8.7.2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

5.8.7.3. access to assets is permitted only in accordance with Management's general or specific authorization; and

5.8.7.4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

5.8.7.5. The Contractor shall also file with the **Town** a statement prepared and signed by an Independent Certified Public Accountant stating that s/he has examined the Statement of Management on internal accounting controls, and expressing an opinion as to:

5.8.7.5.1. whether the representation of Management in response to this paragraph and paragraphs 5.8.2. through 5.8.6 above are consistent with the result of Management's evaluation of the system of internal accounting controls; and

5.8.7.5.2. whether such representations of Management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

5.8.8. The Contractor shall annually file with the Commissioner of the Division of Capital Asset Management and Maintenance during the term of the contract a financial statement prepared by an Independent Certified Public Accountant on the basis of an Audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the **Town** upon request.

5.9. Taxes.

5.9.1 The **Contractor** shall pay all sales, consumer, use, and other similar taxes for the Work or portions thereof which are provided by the **Contractor** which are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. However, the **Contractor** shall not pay, and the **Town** shall not reimburse or pay the **Contractor** for, any sales taxes for building supplies or materials for which an exemption is provided in M.G.L. c. 64H, §6(f). The **Town's** tax exemption number to

be used by the **Contractor** in this regard is 04-6001372.

5.10. Permits, Licenses, and Fees.

5.10.1 Unless otherwise provided, the **Contractor** shall obtain and pay the fees for all permits, licenses, and inspections that are necessary for the proper execution and completion of the Work and which are customarily secured after execution of the Contract and which are legally required. All fees for permits, licenses, and inspections required by any **Town** department may be waived (refer to Instruction to Bidders).

5.11. Compliance and Notices Required By Statutes, Ordinances, Codes, Rules, Regulations, and Orders of the Town.

5.11.1 The **Contractor** shall comply with and give notices required by statutes, ordinances, codes, rules, regulations, and orders of the **Town** bearing on performance of the Work.

5.12. Additional Information from Design Professional.

5.12.1. The **Contractor** shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Article 4.

5.12.2. The **Contractor** shall give the **Design Professional** timely notice of any additional Plans, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

5.12.3. The **Contractor** shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the **Design Professional** as provided in the previous Paragraph. If the **Contractor** proceeds with such Work without obtaining further drawings, Specifications, or instructions, the **Contractor** shall correct Work incorrectly done at the **Contractor's** own expense.

5.13. "Or equal."

5.13.1. Requirements for Substitutions. (*Reference:* M.G.L. c. 30, §39M(b).) Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the **Design Professional**:

5.13.1.1. it is at least equal in quality, durability, appearance, strength, and design;

5.13.1.2. it performs at least equally the function imposed by the general design for the Work;

5.13.1.3. it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications.

5.13.2. Net Savings. No proposed substitution will be permitted unless the **Contractor** certifies that the proposed substitution will yield a net savings to the **Town** and will not extend the Contract Time.

5.13.3. Contractor's Expense. Any structural or mechanical changes made necessary to accommodate substituted equipment under this paragraph (including but not limited to engineering fees) shall be at the expense of the **Contractor** or **Subcontractor** responsible for the Work item.

5.13.3.1. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the **Contractor**, notwithstanding approval or acceptance of such substitution by the **Town** or the **Design Professional**, unless such substitution was made at the written request or direction of the **Town** or the **Design Professional**.

5.13.3.2. All data to be provided by the **Contractor** in support of any proposed "or equal" or substitute item will be at the **Contractor's** expense.

5.13.4. Meeting Requirements. The **Contractor** shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The **Design Professional** may require the **Contractor** to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the **Design Professional,** would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the **Contractor's** expense. This provision shall not require the **Contractor** to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the **Contractor's** expense.

5.13.5. Named Manufacturer's Product. In all cases in which a manufacturer's name, trade name, or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the **Contractor** shall furnish the product of the name manufacturer(s) without substitution, unless a written request for a substitute has been submitted by the **Contractor** and approved in writing by the **Design Professional** as provided in the following paragraph.

5.13.6. Deviations. If the **Contractor** proposes to use a material which while suitable for the intended use, deviates in any way from the detailed requirements of the

Contract Documents, the **Contractor** shall inform the **Design Professional** in writing of the nature of such deviations at the time the material is submitted for approval and shall request written approval of the deviation from the requirements of the Contract Documents.

5.13.7. Rejection of Deviations. In requesting approval of deviations or substitutions, the **Contractor** shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the **Design Professional**, the evidence presented by the **Contractor** does not provide a sufficient basis for such reasonable certainty, the **Design Professional** may reject such substitution or deviation without further investigation.

5.13.8. Consistent Character and Quality of Design. The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Project. The **Design Professional** shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The **Design Professional** will not approve as equal to materials specified proposed substitutes that, in the **Design Professional's** opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the **Contractor** shall, if required by the **Design Professional**, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the **Town**.

5.13.9. Warranty. The warranties provided herein shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

5.13.10. Design Professional's Approval. The **Design Professional** will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed, or utilized without the **Design Professional's** prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing.

5.14. Substitute Construction Methods or Procedures.

5.14.1 If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, the **Contractor** may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the **Design Professional**. The **Contractor** shall submit sufficient information to allow the **Design Professional**, in the **Design Professional's** sole discretion, to determine whether the substitute proposed is equivalent to that expressly called for by the Contract Documents.

5.15. Contractor's Progress Schedule.

5.15.1. Before Starting Construction. Within ten (10) days after the date of the Notice to Proceed, the **Contractor** shall submit to the **Design Professional** for review:

5.15.1.1. a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work;

5.15.1.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

5.15.1.3. a refined schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Sum and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

5.15.2. Review of Progress Schedule. At least ten (10) days prior to the commencement of construction, the **Design Professional**, the **Contractor,** and any other appropriate persons will meet to review and discuss the acceptability to the **Design Professional** of the progress schedule. The **Contractor** will have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedule. No progress payment shall be made to the **Contractor** until the schedule is submitted to and found acceptable by the **Design Professional** as provided below.

5.15.3. Acceptability of Progress Schedule. The progress schedule will be acceptable to the **Design Professional** if, according to the **Design Professional**, it provides an orderly progression of the Work to completion within any specified time frame, but such acceptance will neither impose on the **Design Professional** responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility therefor. The **Contractor's** schedule of Submittals must be acceptable to the **Design Professional** in providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values must be acceptable to the **Design Professional** as to form and substance.

5.15.4. Sepia and Copies. Not used.

5.15.5. Adjustment of Schedule. The **Contractor** shall adhere to the established progress schedule which may be adjusted from time to time as follows: the **Contractor** shall submit to the **Design Professional** for acceptance proposed adjustments in the progress schedule that will not change the Contract Time. Such adjustments will conform generally to the progress schedule then in effect and will comply with any

provisions of the requirements applicable thereto.

5.15.6. During Construction. The **Contractor** shall submit monthly progress schedules to the **Design Professional**. The schedules shall stay current with the **Contractor's** approach to the Work remaining.

5.15.7. Schedule of Submittals. The **Contractor** shall prepare and keep current, for the **Design Professional's** approval, a schedule of Submittals that is coordinated with the **Contractor's** construction schedule and allows the **Design Professional** reasonable time to review Submittals.

5.16. Project Coordination.

5.16.1. In General. The **Contractor** shall be responsible for the proper coordination of the Work of all of the trades.

5.16.2. Coordination with Subcontractors. The **Contractor** shall coordinate the work of each Subcontractor with the Work of every other Subcontractor whose Work affects the other.

5.16.3. Coordination with the Town's Own Forces or Separate Contractors. The **Contractor** shall coordinate its operations with those of the **Town's** own forces or separate contractors. The **Contractor** shall provide the **Town's** own forces and separate contractors a reasonable opportunity for the handling, unloading and storage of their materials and equipment and execution of their work. The **Contractor** shall connect and coordinate its Work with theirs.

5.16.4. Coordination with Utility Companies. The **Contractor** shall coordinate its operations with all the appropriate utility companies to assure that the utilities required on the Project are available and functioning properly pursuant to the requirements of the Contract Documents.

5.17. Project Photographs.

5.17.1. In General. The **Contractor** shall take, at its own expense, interior and exterior photographs at the site, from different vantages as directed by the **Design Professional** or the **Town**, before beginning any Work and thereafter, at a minimum, on the first work day of each month until final completion of the Work, including final Site photos. Photos shall be taken of any Work that will be buried or concealed while the Work is still exposed. The photographs shall be taken by a skilled commercial photographer. The number of photographs required shall be at the discretion of the **Town** or the **Design Professional**. One aerial photo shall be required a) prior to commencement of the work and b) at the completion of the work. See Section 01320 – Construction Progress Documentation.

5.17.2. Prints and Digital Media. Within fourteen (14) days after the

photographs have been taken, the **Contractor** shall cause prints to be made and delivered to the **Town** and the **Design Professional**. All photographs shall be 8" x 10". Each print shall state the date of the photograph, the name of the Project, the description of the view and the name and address of the photographer. The **Town** shall receive one glossy print of each photo as well as all prints in digital form on compact disc. The **Design Professional** shall receive one glossy print.

5.17.3. Failure to Comply. Should the **Contractor** fail to adhere to any requirement set forth in the previous two paragraphs, the **Town** may have the photographs taken at the **Contractor's** expense or receive a set-off against the **Contractor's** next application for payment.

5.18. Record Documents and Samples at the Site.

5.18.1 The **Contractor** shall maintain in a safe place at the site one record copy of all Plans, Specifications, Modifications, Change Orders, Construction Change Directives, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the **Design Professional** for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered by the **Contractor** to the **Design Professional** for the **Town**.

5.19. Submittals.

5.19.1. Purpose. The purpose of Submittals is to demonstrate for those portions of the Work for which Submittals are required the way the **Contractor** proposes to conform to the information given and the design concept expressed in the Contract Documents.

5.19.2. Submittal Procedure. Within ten (10) days from the Notice to Proceed, the **Contractor** shall submit to the **Design Professional** a completed Submittals schedule. The **Contractor** shall review, approve, and submit to the **Design Professional** Submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the **Town** or of separate contractors. Submittals made by the **Contractor** that are not required by the Contract Documents may be returned without action. The schedules shall be updated and resubmitted each month. All Submittals will be identified as the **Design Professional** may require and in the number specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the **Design Professional** the materials and equipment that the **Contractor** proposes to provide and to enable the **Design Professional** to review the information for the limited purposes stated below.

5.19.3. Samples. The **Contractor** shall also submit Samples to the **Design**

Professional for review and approval in accordance with said accepted schedule of Submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as the **Design Professional** may require enabling the **Design Professional** to review the Submittal for the limited purposed stated below. The numbers of each Sample to be submitted will be as specified in the Specifications. Unless otherwise specified in the Specifications, three (3) specimens of each Sample shall be submitted.

5.19.3.1. The Samples shall be of sufficient size to permit proper evaluation of material. Where variations in color or other characteristics are to be expected, samples showing the minimum range of variation shall be submitted. Materials exceeding the range of variation of the approved Samples will not be approved on the Work.

5.19.3.2. All costs associated with delivery of Samples will be paid by the **Contractor**.

5.19.4. Contractor's Verifications. Before submitting each Submittal, the **Contractor** shall have determined and verified:

5.19.4.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

5.19.4.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

5.19.4.3. all information relative to the **Contractor's** sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

5.19.5. Contractor's Representations. By approving and providing Submittals, the **Contractor** thereby represents that the **Contractor** has determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the **Contractor**. In reviewing Submittals, the **Design Professional** shall be entitled to rely upon the **Contractor's** representation that such information is correct and accurate.

5.19.6. Coordination. The **Contractor** shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

5.19.7. Stamp or Specific Written Indication. Each Submittal will bear a stamp

or specific written indication that the **Contractor** has satisfied the **Contractor's** obligations under the Contract Documents with respect to the **Contractor's** review and approval of that Submittal.

5.19.8. Written Notice of Variations. At the time of each Submittal, the **Contractor** shall give the **Design Professional** specific written notice of such variations, if any, that the Submittal may have from the requirements of the Contract Documents. Such notice is to be in a written communication separate from the Submittal. Moreover, the **Contractor** shall make a specific notation on each Submittal to the **Design Professional** for review and approval of each such variation.

5.19.9. Review and Approval by the Design Professional. The **Contractor** shall perform no portion of the Work requiring a Submittal until the respective Submittal has been approved by the **Design Professional**. Such Work shall be in accordance with approved Submittals.

5.19.9.1. The **Design Professional** will review and approve Submittals in accordance with the schedule of Submittals accepted by the **Design Professional** as required above. The **Design Professional's** review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The **Design Professional's** review and approval will not extend to means, method, technique, sequences, or procedures of construction (except where a particular means, method, technique, sequences or procedures of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

5.19.10. Deviations. The **Contractor** shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the **Design Professional's** approval of Submittals unless the **Contractor** has specifically informed the **Design Professional** in writing of such deviation at the time of Submittal and the **Design Professional** has given written approval to the specific deviation. The **Contractor** shall not be relieved of responsibility for errors or omissions in Submittals by the **Design Professional's** approval thereof.

5.19.11. Revisions. The **Contractor** shall make corrections required by the **Design Professional** and shall return the required number of corrected copies of Submittals and submit as required new Submittals for review and approval. The **Contractor** shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the **Design Professional** on previous Submittals. Unless such written notice has been given, the **Design Professional's** approval of a resubmitted Submittal shall not constitute approval of any changes not requested on the prior Submittal.

5.19.12. Related Work. Where a Submittal is required by the Contract Documents or the schedule of Submittals accepted by the **Design Professional**, any related Work performed prior to the **Design Professional's** review and approval of the pertinent Submittal will be at the sole expense and responsibility of the **Contractor**.

5.19.13. Informational Submittals. Informational Submittals upon which the **Design Professional** is not expected to take responsive action may be so identified in the Contract Documents.

5.19.14. Certification. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the **Town** shall be entitled to rely upon such certifications, and neither the **Town** nor the **Design Professional** shall be expected to make any independent examination with respect thereto.

5.20. Continuing the Work.

5.20.1. The **Contractor** shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the **Town**. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise provided herein or as the **Town** and the **Contractor** may agree in writing.

5.21. Use of Site; **Access to Work.**

5.21.1. The right of possession of the premises and the improvements made thereon by the **Contractor** shall remain at all times in the **Town**. The **Contractor's** right to entry and use thereof arises solely from the permission granted by the **Town** under the Contract Documents. The **Contractor** shall confine the **Contractor's** apparatus, the storage of materials, and the operations of the **Contractor's** workers to limits indicated by law, ordinance, the Contract Documents and permits and/or directions of the **Design Professional** and shall not unreasonably encumber the premises with the **Contractor's** materials. The **Town** shall not be liable to the **Contractor**, the Subcontractors, Suppliers, or anyone else with respect to the conditions of the premises, except for a condition caused directly and solely by the negligence of the **Town**.

5.21.2. At all times, the **Town** and the **Design Professional** shall have access to the Work.

5.22. Protection of Persons and Property.

5.22.1. In General. The **Contractor** shall be responsible for initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the Contract. The **Contractor** is responsible for the implementation of all Federal, State, and local health and safety requirements.

5.22.2. The **Contractor** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

5.22.2.1. employees on the site and other persons who may be affected thereby;

5.22.2.2. the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the **Contractor**, Subcontractors, or Sub-subcontractors;

5.22.2.3. other property at the site or adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

5.22.2.4. any other property of the **Town**, whether or not forming part of the Work, located at the site or adjacent thereto in areas to which the **Contractor** has access.

5.22.3. Notices and Compliance. The **Contractor** shall give notices and comply in all other respects with applicable laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss. The **Contractor** shall notify owners of adjacent and nearby properties of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

5.22.4. Erection and Maintenance of Safeguards. The **Contractor** shall erect and maintain, as required by existing conditions and the terms of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent and nearby sites and utilities.

5.22.5. Hazardous Materials and Equipment. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the **Contractor** shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

5.22.6. Damage to Property. The **Contractor** shall promptly remedy damage and loss to property referred to above. If the damage or loss is due in whole or in part to the **Contractor's** failure to take the precautions required herein, the **Contractor** shall bear the cost, subject to any reimbursement to which the **Contractor** is entitled under property insurance required by the Contract Documents. The **Contractor** shall be fully and solely responsible for all Work and other operations carried out on adjacent properties. The insurance required under Article 8 shall cover such Work or operations,

and the **Contractor** shall indemnify and defend the **Town**, the **Design Professional**, and the owners of such adjacent or nearby properties from and against all claims, suits, losses, or costs arising out of such Work or operations.

5.22.7. Fire Protection Equipment and Services. The **Contractor** shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean and all combustible rubbish shall be promptly removed from the site.

5.22.8. Protection of Excavations, Trenches. The **Contractor** shall at all times protect excavations, trenches, buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water and adhere to all statutory, regulatory and permit requirements. The **Contractor** shall provide and operate all pumps, piping, and other equipment necessary to this end.

5.22.9. Snow and Ice Removal. The **Contractor** shall remove snow and ice that might result in damage or delay.

5.22.10. Safety Representative. The **Contractor** shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

5.22.11. Weather Protection. (*Reference:* M.G.L. c. 149, §44F(1).) The **Contractor** shall install weather protection and furnish adequate heat in the protected area from November 1 through March 31.

5.22.12. Security. The **Contractor** shall provide, within the Contract Sum, a sufficient number of security personnel at the Site at all times when the **Contractor's** personnel are not present, from commencement of the Work until Substantial Completion to assure that the Site, the facility, and the Work, and all materials and equipment stored at the Site are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. If the **Contractor** elects, in addition, to use guard dogs for this purpose, each dog shall at all times be accompanied by an adult handler. If the **Contractor** fails to comply with the requirements of this paragraph, then the **Town** may provide appropriate security and charge the cost thereof to the **Contractor**. The **Town's** provision of such security, or failure to do so, shall not relieve the **Contractor** of its responsibility to pay for loss or damage due to vandalism, theft, or malicious mischief at the Site.

5.22.13. Hazard Communication Programs. The **Contractor** shall be responsible for coordinating any exchange of material safety data sheets or other hazard

communications information required to be made available to or exchanged between or among employers at the site in accordance with laws, codes and regulations.

5.22.14. Noise Pollution Control. The **Contractor** shall comply with all applicable provisions of Belmont General Laws, Chapter 60, Article 6, concerning noise.

5.23. Cutting and Patching.

5.23.1. In General. Unless otherwise provided in the Contract Documents, the **Contractor** shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, including the work of the Town or of separate contractors.

5.23.2. Damage to Work of Town or of Separate Contractor. The **Contractor** shall not damage or endanger a portion of the Work or fully or partially completed construction of the **Town** or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The **Contractor** shall not cut or otherwise alter such construction by the **Town** or a separate contractor except with prior written consent of the **Town** and of such separate contractor; such consent shall not be unreasonably withheld. The **Contractor** shall not unreasonably withhold from the **Town** or a separate contractor the **Contractor's** consent to cutting or otherwise altering the Work.

5.23.3. Damage Caused by Contractor. Should the **Contractor** cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the **Contractor's** performance of Work at the Site be made by any separate contractor against the **Contractor**, the **Town**, the **Design Professional**, or any of the **Design Professional's** consultants, the **Contractor** shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. The **Contractor** shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the Town) and hold harmless the **Town**, the **Design Professional**, and the **Design Professional's** consultants from and against all claims, damages, losses and expenses (including, but not limited to, fees of the Design Professional, the Design Professional's consultants, attorneys, and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against the **Town**, the **Design Professional**, or any of the **Design Professional's** consultants, to the extent based on a claim arising out of the **Contractor's** performance of the Work. Should a separate contractor cause damage to the Work or property of the **Contractor** or should the performance of work by any separate contractor at the site give rise to any other claim, the **Contractor** shall not institute any action, legal or equitable, against the **Town**, the **Design Professional**, or any of the **Design Professional's** consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from the **Town**, the **Design Professional**, or any of the **Design Professional's** consultants, on account of any such damage or claim. If the **Contractor**

delays at any time in performing or furnishing Work by any act or neglect of a separate contractor and the Town and the Contractor are unable to agree as to the extent of any adjustment in the Contract Time attributable thereto, the **Contractor** may make a claim for an extension of time in accordance with Article 16. An extension of the Contract Time shall be the **Contractor's** exclusive remedy with respect to the **Town**, the **Design Professional**, and the **Design Professional's** consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor.

5.24. Cleaning Up.

5.24.1. During the progress of the Work, the **Contractor** shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract or other debris. At the completion of the Work, the **Contractor** shall remove from and about the Project all waste materials, rubbish, and debris, and the **Contractor's** tools, construction equipment, machinery, and surplus materials. Surplus materials to be provided to the **Town** by specifications shall be stored in a clean, safe and secure area as directed by the **Town**. The **Contractor** shall leave the site clean and ready for occupancy by the **Town** at Substantial Completion of the Work. Immediately prior to the **Design Professional's** inspection for Substantial Completion, the **Contractor** shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the **Contractor** at the **Contractor's** expense. The **Contractor** shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24.2. If the **Contractor** fails to clean up as provided herein during the progress of the Work or thereafter, the **Town** may do so without notice to the **Contractor** and charge the cost thereof to the **Contractor**.

5.25. Royalties and Patents.

5.25.1 The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. To the fullest extent permitted by law, the **Contractor** shall indemnify, defend (with counsel acceptable to the Town) and hold harmless the **Town** and the **Design Professional** from and against all claims, costs, losses, and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

5.26. Contractor's Obligation to Perform.

5.26.1. The **Contractor's** obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the **Contractor's** obligation to perform the Work in accordance with the Contract Documents:

5.26.1.1. observations by the **Design Professional**;

5.26.1.2. recommendation of any progress or final payment by the **Design Professional**;

5.26.1.3. the issuance of a certificate of Substantial Completion or any payment by the **Town** to the **Contractor** under the Contract Documents;

5.26.1.4. use or occupancy of the Work, Project, or Site, or any part thereof, by the **Town**;

5.26.1.5. any acceptance by the **Town** or any failure to do so;

5.26.1.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptance by the **Design Professional**;

5.26.1.7. any inspection, test, or approval by others; or

5.26.1.8. any correction of defective Work by the **Town**.

5.27. Indemnification; **and Covenant Not To Sue.**

5.27.1. To the fullest extent permitted by law, the **Contractor** shall assume the defense of (with counsel acceptable to the Town), indemnify and hold harmless the **Town**, the **Design Professional**, the **Design Professional's** consultants, and agents and employees of any of them, from and against claims, damages, losses, and expenses, including, but not limited, to attorneys' fee, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, caused in whole or in part by alleged negligent acts or omissions of the **Contractor**, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

5.27.2. In claims against any person or entity indemnified under the foregoing

paragraph by an employee of the **Contractor**, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the foregoing paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor** or a Subcontractor under Workers' Compensation laws, disability benefit acts or other employee benefit acts.

5.27.3. The obligations of the **Contractor** in this Article shall not extend to the liability of the **Design Professional**, the **Design Professional's** consultants, and agents or employees of any of them arising out of (1) the preparation of maps, Plans, opinions, reports, surveys, Change Orders, designs, or Specifications, or (2) directions or instructions given by the **Design Professional**, the **Design Professional's** consultants and agents or employees of any of them, provided such instructions or directions are the primary cause of the injury or damage.

5.27.4. The **Contractor**, or any successor, assign, or subrogee of the **Contractor** agrees not to bring any civil suit, action, or other proceeding in law, equity or arbitration against the **Design Professional**, or the officers, employees, agents, or consultants of the **Design Professional**, for the enforcement of any action which the **Contractor** may have arising out of or in any manner connected with the Work. The **Contractor** shall assure that this covenant not to sue is contained in all subcontracts and sub-subcontracts of every tier and shall assure its enforcement. The **Design Professional**, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or equity.

5.28. Survival of Obligations.

5.28.1 All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

ARTICLE 6: SUBCONTRACTORS

6.1 Use of Subcontractors.

6.1.1 The **Contractor** shall use the Subcontractors named in the **Contractor's** Bid.

6.2 Substitution of Subcontractors.

6.2.1 The **Contractor** shall not substitute another Subcontractor therefore without notice to the **Town** and the **Town's** prior written consent of such substitution.

6.3 Names of Subcontractors.

6.3.1 Upon execution of the Contract with the **Town**, the **Contractor** shall provide in writing to the **Town**, through the **Design Professional,** the names, addresses, telephone numbers, and fax numbers of all persons proposed for each principal portion of the Work.

6.4. Objections to Subcontractors.

6.4.1 The **Contractor** shall not use any Subcontractor against whom the **Town** has a reasonable objection. The **Contractor** shall not be required to contract with any person or entity to which it has a reasonable objection.

6.5. Form of the Subcontract.

6.5.1 All Work performed by a Subcontractor shall be through an appropriate subcontract.

6.6. Content of the Subcontract.

6.6.1. In addition to all statutorily mandated provisions and provisions required elsewhere in the Contract Documents, each subcontract shall expressly provide that:

6.6.1.1. Each subcontract agreement for a portion of the Work is assigned by the **Contractor** to the **Town** provided that:

6.6.1.1.1. the assignment is effective only after termination of the Contract by the **Town** or the **Contractor** and only for those subcontract agreements which the **Town** accepts by notifying the Subcontractor in writing; and

6.6.1.1.2. the assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

6.6.1.2. Each Subcontractor is bound by the requirements of the Contract Documents for the express benefit of the **Town.**

6.6.1.3. Each Subcontractor shall assume toward the **Contractor** all the obligations that the **Contractor** assumes toward the **Town** and the **Design Professional**, unless otherwise provided by law.

ARTICLE 7: PERFORMANCE AND PAYMENT BONDS

7.1. Form of Bonds.

7.1.1 The performance and labor and material or payment bonds shall be in the

form required by the **Town**, copies of which are included in the Project Manual. The **Town** reserves the right to reject any bond that does not conform to the **Town's** requirements.

7.2. <u>Furnished by the Contractor</u>. (*Reference:* M.G.L. c. 30, §39M(c); M.G.L. c. 149, §29).

7.2.1 The **Contractor** shall furnish a performance bond and a labor and materials or payment bond, each with a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the **Town** and each in the sum of the Contract Sum, the premiums for which are to be paid by the **Contractor** and are included in the Contract Sum. The bonds shall remain in effect until final payment is made. The sum of the performance bond shall increase each time the Contract Sum is increased as a result of a Change Order.

7.3. Submission to the Town.

7.3.1 The **Contractor** must submit the performance and a labor and materials or payment bonds to the **Town** upon the **Contractor's** execution of the Agreement.

ARTICLE 8: INSURANCE REQUIREMENTS

8.1 Insurance Certificates.

8.1.1 Prior to starting work on this project, the contractor shall deposit with the **Town** certificates from insurers clearly stating that the required insurance policies have been issued to the **Contractor** and will remain in effect during the time period required to complete this contract. ACORD forms will not be accepted. The certificates must be in a form satisfactory to the **Town**. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including: Premises and Operations (including X-C-U), Owners and Contractors Protective, Products and Completed Operations, Owned, Non-owned or Hired and/or Leased Motor Vehicles. Such insurance shall be written for not less than any limits of liability, required by law or the following limits, whichever are greater.

8.2 Minimum Coverages. The **Contractor** shall possess and maintain throughout the contract period/project, insurance in the kinds and amounts as provided in Appendix G.
The **Contractor** may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the **Town** in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

8.3 Additional Insured. The **Town** shall be named as an additional insured on each certificate, except for Workers Compensation insurance, and the certificate must have the endorsement of the insurance agency.

8.4 Notice. Each certificate shall contain a notation that the insurer will give 30 days notice to the **Town** prior to cancellation, change or non-renewal of policy.

8.5 Carrier Rating. Insurance carriers MUST have an A.M. Best rating of "A" or better.

8.6 Material Breach. Failure of the contractor to provide and continue in force such insurance shall be deemed a material breech of contract and shall be grounds for immediate termination thereof.

ARTICLE 9: TESTS AND INSPECTIONS

9.1. Access.

9.1.1 The **Town**, the **Design Professional**, and all other persons designated by the **Town** shall have access to the Work at reasonable times for observing, inspecting, and testing. The **Contractor** shall provide them with proper and safe conditions for such access and advise them of the **Contractor's** site safety procedures and programs so that they may comply therewith as applicable.

9.2. Tests and Inspections.

9.2.1. The **Contractor** shall give the **Design Professional** timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

9.2.2. Unless otherwise provided, the **Contractor** shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the **Town**, or with the appropriate public authority and shall bear all related costs of tests, inspections, and approvals. If the laws or regulations of any public body having jurisdiction require any Work or part thereof specifically to be inspected, tested, or approved by an employee or other representative of such public body, the **Contractor** shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith and furnish the **Design Professional** with the required certificates of inspection, testing, or approval.

9.2.3. The **Contractor** shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the **Design Professional's** acceptance of materials or equipment to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to the **Contractor's** purchase thereof for incorporation into the Work.

9.2.4. If any Work that is to be inspected, tested, or approved is covered by the **Contractor**, Subcontractor, or Sub-subcontractor without the prior written consent of the **Design Professional**, it must be uncovered for observation, inspection, testing, or approval, if requested by the **Design Professional**. The **Contractor** must re-cover the Work at its own expense.

9.2.5. The **Contractor** shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the **Design Professional** in the **Design Professional's** administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the **Contractor**.

ARTICLE 10: UNCOVERING AND CORRECTING WORK

10.1. Uncovering Work.

10.1.1. If a portion of the Work is covered contrary to the **Design Professional's** request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the **Design Professional**, be uncovered for the **Design Professional's** observation and be replaced, both at the **Contractor's** expense and without change in the Contract Time.

10.1.2. If a portion of the Work has been covered which the **Design Professional** has not specifically requested to observe prior to its being covered, the **Design Professional** may request to see such Work, and it shall be uncovered by the **Contractor**. If it is found that such Work is in accordance with the Contract Documents, costs of uncovering and replacing shall, by appropriate Change Order, be charged to the **Town**. If it is found that such Work is defective or not in accordance with the Contract Documents, the **Contractor** shall pay all claims, costs, losses, and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection, and testing and of satisfactory replacement of reconstruction (including, but not limited to, all costs of repair or replacement of work of others); and the **Town** shall be entitled to an appropriate decrease in the Contract Sum. The **Town** may take such decrease by reducing the then current application for payment accordingly or subsequent applications, if necessary, until the decrease is paid in full.

10.2. Correcting Work.

10.2.1. The **Contractor** shall promptly correct Work rejected by the **Design Professional** or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The **Contractor** shall bear all costs of correcting such rejected Work including additional testing and inspections and compensation for the **Design Professional's** services and expenses made necessary thereby and any cost, loss, or damages to the **Town** resulting from such failure or defect.

10.2.2. If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established in Article 15, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the **Town** to do so, unless the **Town** has previously given the **Contractor** a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation to correct under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. The **Town** shall give such notice promptly after discovery of the condition.

10.2.3. [Deleted].

10.2.4. If the **Contractor** fails within a reasonable time to correct nonconforming Work, or to remove and replace rejected Work, or fails to perform the Work in accordance with the Contract Documents, the **Town** may correct it in accordance with the provisions herein. If the **Contractor** does not proceed with correction, removal, or replacement of such nonconforming Work within seven (7) days from the date of written notice from the **Design Professional**, the **Town** may correct it and store any salvageable materials or equipment at the **Contractor's** expense. If the **Contractor** does not pay costs of any such removal and storage within ten (10) days after written notice, the **Town** may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the **Contractor**, including compensation for the **Design Professional's** services and expenses made necessary thereby. If such proceeds of sale do not cover all the costs that the **Contractor** should have born, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **Town**.

10.2.5. The **Contractor** shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the **Town** or separate contractors caused by the **Contractor's** correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

10.2.6. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the **Contractor** might have under the Contract Documents. Establishment of the time period of one (1) year as described in the above paragraph related only to the specific obligation of the **Contractor** to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the **Contractor's** liability with respect to the **Contractor's** obligations other than specifically to correct the Work.

10.3. Acceptance of Nonconforming Work.

10.3.1 If, instead of requiring correction or removal and replacement of defective or nonconforming Work, the **Town** prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the **Town** may do so instead of requiring its removal and correction, in which case the **Contractor** shall pay all claims, costs, losses, and damages attributable to the **Town's** evaluation of and determination to accept such defective or non-conforming Work. The Contract Sum will be reduced as appropriate. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11: CHANGES IN THE WORK

11.1. In General.

11.1.1. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without any change in the Contract Sum.

11.1.2. Without invalidating the Contract and without notice to any surety, the **Town** may, at any time or from time to time, order additions to, deletions from, or revisions in the Work. Such additions, deletions, or revisions will be authorized by a Change Order, a Modification or a **Construction Change** Directive. Upon receipt of any such document, the **Contractor** shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

11.1.3. The **Contractor** shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented, except as otherwise provided herein.

11.2. Change Orders.

11.2.1. (*Reference:* M.G.L. c. 30, §39I;). The **Contractor** shall perform all the Work required by this Contract in conformity with the Plans and Specifications contained herein. No willful and substantial deviation from said Plans and Specifications shall be made unless authorized in writing by the **Town** and the **Design Professional** in charge of the Work who is duly authorized by the **Town** to approve such deviations. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Plans or Specifications may be authorized by a written order of the **Town** or the **Design Professional** so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the **Town** stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or

equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefore; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the **Town** and the **Contractor** and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the **Town**.

11.3. Construction Change Directive.

11.3.1. A **Construction Change** Directive shall be used in the absence of total agreement on the terms of a Change Order.

11.3.2. Upon request of the **Town** or the **Design Professional**, the **Contractor** shall without cost to the **Town** submit to the **Design Professional** in such form as the **Design Professional** may require, an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the **Design Professional**. If required by the **Design Professional**, in order to establish the exact cost of new Work added or of previously required Work omitted, the **Contractor** shall obtain and furnish to the **Design Professional** bona fide proposals from recognized Suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the **Contractor's** expense.

11.3.3. The **Contractor** shall state in the estimate any extension of time required for the completion of the Work if the change or extra Work is ordered. The **Contractor** shall document, through a critical path analysis, or some other clearly delineated explanation, how the proposed change affects other aspects of the Work, and why it would require an extension of time. The **Contractor** shall promptly revise and resubmit such estimate if the **Design Professional** determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors.

11.3.4. If the **Construction Change** Directive provides for an adjustment to the Contract Sum**,** the adjustment shall be based on one of the following methods, as selected by the **Town**, selection of which does not require the consent of the **Contractor**:

11.3.4.1. by unit prices stated in the Contract Documents or otherwise mutually agreed upon; or

11.3.4.2. by Cost and Percentages estimated by the **Contractor** as provided herein and accepted by the **Town**, whereupon the **Contractor's** estimate shall become a fixed price which shall not be changed by any variation in the

actual cost of executing the Work covered by the change; or

11.3.4.3. by actual Cost determined after the Work covered by the change is completed, plus Percentage; or

11.3.4.4. by submission to a court, which shall determine the fair value of the Work covered by the change.

11.3.5. "Cost" shall mean the estimated or actual net increase or decrease in cost to the **Contractor**, Subcontractor, or Sub-subcontractor for performing the Work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages, and associated benefits to the workers and to supervisors employed full time at the Site, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the Site, or any amount for profit or fee to the **Contractor**, Subcontractor, or Sub-subcontractor.

11.3.6. "Percentage" shall mean an allowance to be added to or subtracted from the Cost in lieu of overhead and profit and of any other expense that is not included in the Cost of the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 8% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 4% of any net increase or decrease in Cost of any Work performed for the Sub-subcontractor by lower tier Sub-subcontractors. Percentage for a Subcontractor shall be 12% of any net increase or decrease of Cost of any Work performed by the Subcontractor's own forces plus 4% of the Cost of Work performed by Sub-subcontractors. Percentage for the **Contractor** shall be 15% of any net increase or decrease of Cost of any Work performed by the **Contractor's** own forces plus 5% of any net increase or decrease in the Cost for all other Work covered by the change. When the **Contractor** is also performing Work as a Subcontractor or Sub-subcontractor, the **Contractor** shall only be entitled to a total of no more than 15% of any net increase or decrease of Cost of any Work.

11.3.7. When in the reasonable judgment of the **Design Professional** a series of **Construction Change** Directives or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in Cost, if any.

11.3.8. If unit prices are stated in the Contract Documents or are subsequently agreed upon, and if quantities originally contemplated are so changed in a Proposed Change Order or **Construction Change** Directive that the application of such unit prices to quantities of Work proposed will cause substantial inequity to the **Town** or the **Contractor**, the applicable unit prices shall be equitably adjusted.

11.3.9. If the **Town** elects to determine the Cost of the Work as provided in method (11.3.4.1) using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to the prior paragraph. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the **Town's** option to

require the Cost of any given change to be determined by one of the other methods stated in 11.3.4. If the **Town** elects to determine the Cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent Work, the **Contractor** shall keep daily records, available at all times to the **Design Professional** for inspection, of the actual quantities of such Work put in place, and delivery receipts or other adequate evidence, acceptable to the **Design Professional**, indicating the quantities of materials delivered to the Site for use in such unit price Work, and distinguishing such from other similar material delivered for use in Work include in the base Contract Sum. If so required by the **Design Professional**, materials for use in unit price Work shall be stored apart from all other materials on the Project.

11.3.10. If the **Town** elects to determine the Cost of the Work as provided in methods 11.3.4.3. or 11.3.4.4. or if the method of determining the Cost has not been established before the Work is begun, the **Contractor** shall keep detailed daily records of labor and material costs applicable to the Work.

11.3.11. Upon receipt of a **Construction Change** Directive, the **Contractor** shall promptly proceed with the change in the Work involved and advise the **Design Professional** in writing of the **Contractor's** agreement or disagreement with the method, if any, provided in the **Construction Change** Directive for determining the proposed adjustment in the Contract Time.

11.3.12. A **Construction Change** Directive signed by the **Contractor** indicates the agreement of the **Contractor** therewith, including adjustment in the Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

11.3.13. If the **Design Professional** and the **Contractor** do not agree with the adjustment in the Contract Time or the method for determining it, the adjustment or the method shall be referred to the **Design Professional** for determination.

11.4. Minor Changes in the Work.

11.4.1. The **Design Professional** has the authority to order minor changes in the Work. "Minor changes" as used in this paragraph mean changes which are so insignificant as to not affect the Contract Sum or the Contract Time and which are not inconsistent with the intent of the Contract Documents. Any minor change shall be committed to a written order which shall be binding on both the **Town** and the **Contractor** and which shall be promptly carried out by the **Contractor**.

11.5. Certificate of Appropriations. (*Reference:* M.G.L. c. 44, §31C;). This Contract shall not be deemed to have been made until the **Town's** auditor has certified thereon that an appropriation in the amount of this Contract is available therefor and that an officer or agent of the **Town** has been authorized to execute said Contract and approve all requisitions and change orders. No order to the **Contractor** for a change in or

addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the **Contractor** is willing to perform without any increase to the Contract price, shall be deemed to be given until the auditor has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the **Town** of its liability to pay for such work. The certificate of the auditor that an appropriation in the amount of this Contract or in the amount of such order is available shall bar any defense by the **Town** on the grounds of insufficient appropriation.

ARTICLE 12: CHANGE IN THE CONTRACT TIME

12.1. Date of Commencement.

12.1.1 The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the **Contractor** or persons or entities for which the **Contractor** is responsible.

12.2. Progress and Completion.

12.2.1. Time is of the essence; all time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the **Contractor** confirms that the Contract Time is a reasonable period for performing the Work. If the **Contractor** proposes a progress schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the **Contractor** shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.2.2. The **Contractor** shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

12.2.3. If in any Application for Payment, the total value of the completed Work in place, as certified by the **Design Professional**, is less than 90% of the total value of the Work in place estimated in the progress schedule, the **Town** may, at the **Town's** option, require the **Contractor** to accelerate the progress of the Work without cost to the **Town** by increasing the workforce or hours of Work or by other reasonable means approved by the **Design Professional**.

12.2.4. If each of three successive applications, as certified by the **Design Professional**, indicate that the actual Work completed is less than 90% of the values estimated in the progress schedule to be completed by the respective dates, the **Town** may at the **Town's** option, treat the **Contractor's** delinquency as a default justifying the action permitted under Article 18.

12.2.5. If the **Design Professional** has determined that the **Contractor** should be permitted to extend the time for completion as provided below, the calendar dates in the progress schedule shall be adjusted accordingly to retain their same relationship to the

adjusted date of Substantial Completion, and the dollar value of the Work to be completed as of the first of each month shall be adjusted pro rata.

12.2.6. If the **Contractor** fails to submit any application for payment in any month, the **Design Professional** shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the **Design Professional's** knowledge.

12.2.7. Nothing herein shall limit the **Town's** right to liquidated or other damages for delays by the **Contractor** or to any other remedy which the **Town** may be entitled or may possess under other provisions of the Contract Documents or by law.

12.3. Delays and Extensions of Time.

12.3.1. If the **Contractor** is delayed at any time in the progress of the Work by an act or neglect of the **Town** or the **Design Professional**, or of an employee of either, or of a separate contractor employed by the **Town**, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes (except weather) beyond the **Contractor's** control, or by delay authorized by the **Town**, or by other causes which the **Design Professional** determines may justify delay, then the Contract Time shall be extended by Change Order or **Construction Change** Directive for such reasonable time as the **Design Professional** may determine.

12.3.2. Claims relating to time shall be made in accordance with applicable provisions of Article 16.

12.3.3. No claim for extension of time shall be allowed on account of failure of the **Design Professional** to furnish Plans, Specifications or instructions or to return Shop Drawings or Samples until fifteen (15) days after receipt by the **Design Professional** by registered or certified mail of written demand for such instructions, Plans, Specifications, or Samples, and then not unless such claim is reasonable.

12.3.4. No extensions of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the **Contractor**, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

12.3.5. The **Contractor** hereby agrees that the **Contractor** shall have no claim for damages of any kind against the **Town** or the **Design Professional** on account of any delay in the commencement of the Work and/or any hindrance, delay, or suspension of any portion of the Work, whether such delay is caused by the **Town**, the **Design Professional**, or otherwise, except as and to the extent expressly provided under M.G.L. c. 30, §39O, in the case of written orders by the **Town**. The **Contractor** acknowledges that the **Contractor's** sole remedy for any such delay and/or suspension will be an

extension of time as provided in this Article.

12.3.6. (*Reference:* M.G.L. c. 30, §39O;). (a) The **Town** may order the **Contractor** in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the **Town**, provided however that if there is a suspension, delay, or interruption for fifteen (15) days or more due to a failure of the **Town** to act within the time specified in this Contract, the **Town** shall make an adjustment in the Contract Sum for any increase in the cost of performance of this Contract but shall not include any profit to the **Contractor** on such increase; and provided further, that the awarding authority shall not make any adjustment in the Contract Sum under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

(b) The **Contractor** must submit the amount of a claim under provision (a) to the **Town** in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the **Town** shall not approve any costs in the claim incurred more than twenty (20) days before the **Contractor** notified the **Town** in writing of the act or a failure to act involved in the Claim.

In the event a suspension, delay, interruption, or failure to act of the **Town** increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the **Contractor** for payment for an increase in the cost of its performance as provisions (a) and (b) give the **Contractor** against the **Town**, but nothing in provisions (a) and (b) shall in any way change, modify, or alter any other rights which the **Contractor** or the Subcontractor may have against each other.

12.4. Liquidated Damages.

12.4.1. If the **Contractor** shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the **Town** the daily amount specified in the Agreement, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the **Town's** actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The **Town** may elect to withhold said amount from periodic or final payments due to the **Contractor**, in addition to retainage and other back charges.

12.5. Changes in the Contract Time.

12.5.1. In Writing. The Contract Time may only be changed by a Change Order or a Modification. Any claim for an adjustment of the Contract Time shall be based on a written notice delivered to the party making the claim to the other party and to the **Design Professional** promptly (but in no event later that seven (7) days) after the occurrence of

the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

12.5.2. Early Completion. The Contract Time shall not be changed due to a delay in the **Contractor's** early completion date.

ARTICLE 13: PAYMENTS

13.1. Schedule of Values.

13.1.1. The **Contractor** shall submit to the **Design Professional** a schedule of values which shall subdivide the Work into its component parts and shall include quantities and prices of items, direct craft labor worker hours, labor cost and material/equipment cost. Labor cost shall include an appropriate amount of construction equipment costs, supplemental costs, administrative expenses, contingencies, and profit. The **Contractor** shall prepare the schedule of values in such form and supported by such data to substantiate its accuracy as the **Design Professional** may require and shall be revised if later found by the **Design Professional** to be inaccurate. This schedule, unless objected to by the **Design Professional**, shall be used as a basis for reviewing the **Contractor's** applications for payment.

13.2. Content and Submission of Applications for Payment.

13.2.1. At least ten (10) days before the date established for each progress payment, the **Contractor** shall submit to the **Design Professional** six (6) copies of an itemized application for payment for Work completed in accordance with the schedule of values (elsewhere in this Article referred to as a periodic estimate requesting payment). Such application shall be in a form or format established or approved by the **Design Professional** and shall be supported by documentation substantiating the **Contractor's** right to payment.

13.2.2. When **Construction Change** Directives have set forth an adjustment to the Contract Sum but have not yet been included in Change Orders, the value established by the **Town** may be included in the application.

13.2.3. Applications covering Work of Subcontractors or Suppliers shall not include requests for payments of amounts the **Contractor** does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason. The **Contractor** shall not be paid for any Work performed by a Subcontractor unless and until the **Town** receives for that Subcontractor a certificate of insurance that conforms to the requirements of the

Contract Documents.

13.2.4. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the **Town**, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing, provided, however, that the Town, upon request, shall be entitled to inspect such materials and equipment stored off-site. Payment for materials and equipment stored on or off the Site shall be conditioned upon the application for payment being accompanied by a bill of sale, an invoice, or other documentation warranting that the **Town** has received the materials and equipment free and clear of all liens, claims, security interests, or encumbrances, hereinafter collectively referred to as "liens," and evidence that the materials and equipment are covered by appropriate insurance and other arrangements to protect the **Town's** interest therein.

13.2.5. Each application for payment or periodic estimate requesting payment shall be accompanied by, at the **Town's** option, a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the **Contractor**, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the **Contractor** shall furnish the **Contractor's** own written explanation to the **Town** through the **Design Professional**. Such waiver or certificate shall be in a form acceptable to the **Town**.

13.3. False Applications for Payment .

13.3.1. (*Reference:* M.G.L. c. 266, §§67B). Any person who makes or presents to any claim upon or against any employee or department of the **Town**, knowing such claim to be false, fictitious, or fraudulent shall be punished by a fine or not ore than ten thousand dollars ($10,000) or by imprisonment in the state prison for not more than five (5) years, or in the house of correction for not more than two and one-half years, or both.

13.4. Review of Applications for Payment.

13.4.1. The **Design Professional** shall review each application for payment and will reject any application that (1) is not accompanied by the required documentation or (2) contains errors, mathematical or otherwise.

13.4.2. Within five (5) business days after receipt of an application for payment, the **Design Professional** will either (1) return the application to the **Contractor** with a written explanation as to why it was rejected or (2) issue to the **Town** a certificate for payment, with a copy to the **Contractor**, for such amount as the **Design Professional** determines is properly due. In the event an application is returned to the **Contractor**, the date of receipt of the application shall be the date of receipt of the corrected application.

13.4.3. The **Design Professional** or the **Town** may make changes to any

application submitted by the **Contractor**.

13.4.4. By recommending any payment, the **Design Professional** will not thereby be deemed to have represented that: (1) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Design Professional** in the Contract Documents or (2) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **Town** or entitle the **Town** to withhold payment to the **Contractor**. The **Design Professional's** approval of the application for payment and the accompanying documentation shall indicate that to the best of the **Design Professional's** knowledge, information, and belief, the Work has progressed to the point indicated by the **Contractor**, and that the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests specified in the Contract Documents, final determination of quantities and classifications for unit price work and any other qualifications so stated.

13.4.5. The **Design Professional's** recommendation of any payment shall not mean that the **Design Professional** is responsible for the **Contractor's** means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the **Contractor** to comply with laws and regulations applicable to the furnishing or performance of Work, of for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

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

13.5. Decisions to Withhold Certification.

13.5.1. The **Design Professional** may refuse to recommend the whole or any part of any payment if, in the **Design Professional's** opinion, it would be incorrect to make the representations to the **Town** referred to above.

13.5.2. If the **Contractor** and the **Design Professional** cannot agree on a revised amount, the **Design Professional** will promptly approve a certificate for payment for the amount for which the **Design Professional** is able to make such representations to the **Town**. The **Design Professional** may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a certificate for payment previously issued, to such extent as may be necessary in the **Design Professional's** opinion to protect the **Town** from loss because of:

13.5.2.1. defective Work not remedied;

13.5.2.2. third party claims filed or reasonable evidence indicating

probable filing of such claims;

13.5.2.3. for direct payments made or to be made to subcontractors based on demands for same in accordance with M.G.L. c. 30, §39F;

13.5.2.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

13.5.2.5. damage to the **Town** or another contractor;

13.5.2.6. reasonable evidence that the Work will not be completed within the Contract Time, and that retainage currently held by the **Town** would not be adequate to cover actual or liquidated damages for the anticipated delay;

13.5.2.7. persistent failure to carry out the Work in accordance with the Contract Documents; or

13.5.2.8. failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The **Contractor** shall check record drawings each month. Written confirmation that the record drawings are current will be required by the **Design Professional** before approval of the **Contractor's** monthly payment requisition.

13.5.3. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

13.6. Progress Payments.

13.6.1. After the **Design Professional** has issued a certificate for payment, the **Town** shall make payment in the manner and within the time provided herein.

13.6.2. (*Reference:* M.G.L. c. 30, §39G; 39K). Within fifteen (15) days after receipt by the **Design Professional** from the **Contractor** of a periodic estimate requesting payment of the amount due for the preceding month, the Town will make a periodic payment to the **Contractor** for the Work performed during the preceding month and for the materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. The **Town** or **the Design Professional** may make changes in any periodic estimate submitted by the **Contractor** and the payment due on said periodic estimate shall be computed in accordance with the changes

so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the **Town** or the **Design Professional** may, within seven days after receipt, return to the **Contractor** for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

13.6.3. (*Reference:* M.G.L. c. 30, §39G). The **Town** shall pay the amount due pursuant to any Substantial Completion estimate, as described in Article 14, within thirty-five (35) days after receipt of written acceptance of such estimate from the **Contractor**.

13.6.4. No periodic estimate or acceptance or payment thereof shall bar the **Contractor** from reserving all rights to dispute the quantity and amount of, or the failure of the **Town** to approve a quantity and amount of, all or part of any Work item or extra Work item.

13.7. Final Payment.

13.7.1. After final inspection and after the **Contractor** has completed all the required corrections to the satisfaction of the **Design Professional** and the **Town** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance, certificates of inspection, marked-up record documents, and all other documents called for in the Contract Documents, as well as any surplus materials requested by the **Town,** the **Contractor** may make an application for final payment as provided below.

13.7.2. (*Reference:* M.G.L. c. 30, §39G – **this paragraph is applicable to public works contracts; see below for paragraph applicable to public buildings contracts**). Within thirty (30) days after receipt by the **Town** of a notice from the **Contractor** stating that all of the Work required by the Contract has been completed, the **Town** shall prepare and forthwith send to the **Contractor** for acceptance a final estimate for the quantity and price of the Work done and all retainage on the Work less all payments made to date, unless the **Town's** inspection shows that Work required by the Contract remains incomplete or unsatisfactory, or that documentation required by the Contract has not been completed. If the **Town** fails to prepare and send to the **Contractor** the final estimate within thirty (30) days after receipt of notice of completion, the **Town** shall pay to the **Contractor** interest on the amount which would have been due to the **Contractor** pursuant to such final estimate at the rate hereinabove provided from the thirtieth (30th) day after such completion until the date on which the **Town** sends the final estimate to the **Contractor** for acceptance or the date of payment therefor, whichever occurs first, provided that the **Town's** inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be

paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The **Town** shall include the amount of the interest required to be paid hereunder in the final estimate. The **Town** shall pay the amount due pursuant to the final estimate within thirty-five (35) days after receipt of written acceptance of such estimate from the **Contractor**.

(*Reference:* M.G.L. c. 30, §39K – **this paragraph is applicable to public buildings contracts; see above for paragraph applicable to public works contracts**). After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the **Contractor** fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the **Town**, less than one per cent of the original contract price, or (b) the **Contractor** substantially completes the work and the **Town** takes possession for occupancy, whichever occurs first, the **Town** shall pay the **Contractor** the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the **Contractor** and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to **Subcontractors** based on demands for same in accordance with the provisions of M.G.L. c. 30, §39F, or based on the record of payments by the **Contractor** to the **Subcontractors** under this Contract if such record of payment indicates that the contractor has not paid subcontractors as provided in M.G.L. c. 30, §39F. If the **Town** fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the **Contractor**; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate from the **Contractor**, at the place designated by the **Town** if such a place is so designated. The **Contractor** agrees to pay to each **Subcontractor** a portion of any such interest paid in accordance with the amount due each **Subcontractor**.

13.7.3. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **Town** other than those previously made in writing and still unsettled.

13.8. Payments to Subcontractors.

13.8.1. Neither the **Town** nor the **Design Professional** shall have an obligation to pay or see to the payment of money to a Subcontractor, Sub-subcontractor, or Supplier except as may otherwise be required by law.

13.8.2. (*Reference:* M.G.L. c. 30, §39F) (1)(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 its Work in accordance with the Plans and Specifications, the entire balance due under the subcontract, less amounts retained by the **Town** as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the **Town** shall pay that amount to the **Contractor**. The **Contractor** shall forthwith pay to the Subcontractor the full amount received from the **Town** less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the Subcontractor by the **Contractor**.

(c) Each payment made by the **Town** to the **Contractor** pursuant to paragraphs (a) and (b) of M.G.L. c. 30, §39F(1); for the labor performed and the materials furnished by a Subcontractor shall be made to the **Contractor** for the account of that Subcontractor; and the **Town** shall take reasonable steps to compel the **Contractor** to make each such payment to each such Subcontractor. If the **Town** 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 include in a payment to the **Contractor** for payment to the Subcontractor as provided in paragraphs (a) and (b) of M.G.L. c. 30, §39F(1), the **Town** shall act upon the demand as provided in M.G.L. c. 30, §39F.

(d) If, within seventy (70) 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 **Town** as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that balance from the **Town**. The demand shall be by a sworn statement delivered to or sent by certified mail to the **Town**, 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 completion of the subcontract Work. [The demand letter shall indicate the certified mail number assigned by the postal service or the date of delivery to the **Contractor**.] Any demand made after substantial completion of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract Work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the **Town** 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 **Town**, 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 (15) days after receipt of the demand by the **Town**, but in no event prior to the seventieth day after substantial completion of the subcontract Work, the Town 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 Town as the estimated cost of completing the incomplete or unsatisfactory items of Work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the **Contractor** in the sworn reply; provided that the Town 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 the previous paragraph. The Town shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this paragraph.

(f) The Town shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of the previous paragraph in an interest-bearing joint account in the names of the **Contractor** and the Subcontractor in a bank in Massachusetts selected by the Town 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 the previous paragraph 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 Town to the **Contractor** to the extent of such payment.

(h) The Town shall deduct from payments to a **Contractor** amounts that, together with the deposits in interest-bearing accounts pursuant to paragraph (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**.

(i) If the Subcontractor does not receive payment as provided in paragraph (a) or if the **Contractor** does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in paragraph (a), the Subcontractor may demand direct

payment by following the procedure in paragraph (d) and the **Contractor** may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the **Contractor**. Thereafter the Town shall proceed as provided in paragraphs (e), (f), (g), and (h). "Subcontractor" as used in this paragraph (1)(i) shall mean for contracts awarded as provided in M.G.L. c. 149, §§ 44A-H shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or a person approved by the Town in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the **Contractor**.

(2) Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c. 149, §29; shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Town or which are on deposit pursuant to paragraph (g) shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) A **Contractor** or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in herein by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in paragraph (f) by a petition in equity in the superior court against the Town and the **Contractor** shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c. 231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other that the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will present unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the **Contractor** are available for direct payment shall have a right to file a petition in court of equity against the Town claiming a demand for direct payment is premature, and such Subcontractor must

file the petition before the Town has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of paragraph (e) and in paragraph (f).

(4) In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the **Contractor**, reduce by the amount of any deposit of a disputed amount by the Town as provided in part (iii) of paragraph (e) and in paragraph (f) any amount held under a trustee writ or pursuant to a restraining order or injunction.

ARTICLE 14: SUBSTANTIAL COMPLETION

14.1. Substantial Completion of Public Works [Section 14.1 is applicable to the substantial completion of public works; for substantial completion of public buildings, see Section 14.2].

14.1.1. (*Reference:* M.G.L. c. 30, §39G). Upon Substantial Completion of the Work, the **Contractor** shall present in writing to the **Town** its certification that the Work has been substantially completed and include in its certification (1) a list of items to be completed or corrected, (2) all special warranties required by the Contract Documents, endorsed by the **Contractor** and in a form reasonably acceptable to the **Design Professional** and (3) the permits and certificates referred to in 13.7.1., or elsewhere. The failure to include any item on the list mentioned in the preceding sentence does not alter the responsibility of the **Contractor** to complete all Work in accordance with the Contract Documents. When the **Design Professional** on the basis of an inspection determines that the Work or designed portion thereof is substantially complete and the other conditions have been met, the **Design Professional** will then prepare a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the **Town** and the **Contractor** for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the **Contractor** shall complete the items listed therein. The certificate of Substantial Completion shall be submitted to the **Town** and the **Contractor** for their written acceptance of the responsibilities assigned to them in such certificate.

14.1.2. (*Reference:* M.G.L. c. 30, §39G). Within twenty-one (21) days after receipt of the certification from the **Contractor**, the **Town**, after consultation with the **Design Professional**, shall present to the **Contractor** either a written declaration that the Work has been substantially completed (which may be satisfied by the certificate of Substantial Completion prepared by the **Design Professional**) or an itemized list, as prepared by the **Design Professional**, of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the Work has not been substantially completed. The **Town** may include with such list a notice setting forth a reasonable time within which the **Contractor** must achieve Substantial Completion of the Work. If the Town fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the **Contractor's** certification within the twenty-one (21)

day period, the **Contractor's** certification shall take effect as the Town**'s** declaration that the Work has been substantially completed.

14.1.3. (*Reference:* M.G.L. c. 30, §39G). Within sixty-five (65) days after the effective date of a declaration of Substantial Completion, the **Town** shall prepare and send to the **Contractor** for acceptance a Substantial Completion estimate for the quantity and price of the Work done and all but one percent (1%) retainage on that Work, including the quantity, price and all but one percent (1%) retainage for the undisputed part of each item and extra work item in dispute, but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory items and less the total periodic payments made to date for the Work. The **Town** shall also deduct from the Substantial Completion estimate an amount equal to the sum of all demands for direct payment filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to M.G.L. c. 30, §39F.

14.1.4 (*Reference:* M.G.L. c. 30, §39G). If the Town fails to prepare and send to the **Contractor** any Substantial Completion estimate required by the provisions herein on or before the date specified, the Town shall pay to the **Contractor** interest on the amount which would have been due to the **Contractor** pursuant to such Substantial Completion estimate at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the Town sends that Substantial Completion estimate to the **Contractor** for acceptance or to the date of payment therefore, whichever occurs first. The Town shall include the amount of such interest in the Substantial Completion estimate.

14.1.5. (*Reference:* M.G.L. c. 30, §39G). Within fifteen (15) days after the effective date of the declaration of Substantial Completion, the Town shall send to the **Contractor** by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory items, and unless delayed by causes beyond its control, the **Contractor** shall complete all such items within forty-five (45) days after the receipt of such list or before the date for final payment and acceptance, whichever is later. If the **Contractor** fails to complete such Work within such time, the Town may, subsequent to seven (7) days' written notice to the **Contractor** by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory items and charge the cost of same to the **Contractor**.

14.2. Substantial Completion of Public Buildings [Section 14.2 is applicable to the substantial completion of public buildings for substantial completion of public works, see Section 14.1].

At any time after the value of the work remaining to be done is, in the estimation of the **Town**, less than one (1) per cent of the adjusted contract price, or the **Town** has determined that the **Contractor** has substantially completed the work and the **Town** has taken possession for occupancy, the **Town** may send to the **Contractor** by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and

reasonable cost of completing such item. The **Contractor** shall then complete all such work items within thirty (30) days of receipt of such list or before the contract completion date, whichever is later. If the **Contractor** fails to complete all incomplete and unsatisfactory work items within forty-five (45) days after receipt of such items furnished by the **Town** or before the contract completion date, whichever is later, subsequent to an additional fourteen (14) days' written notice to the **Contractor** by certified mail, return receipt requested, the **Town** may terminate the Contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the **Contractor** and such termination shall be without prejudice to any other rights or remedies the **Town** may have under the Contract. The **Town** shall note any such termination in the evaluation form to be filed by the **Town** pursuant to the provisions of section 44D of chapter 149.

14.3 Partial Use or Occupancy of the Premises.

14.3.1. The **Town** may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may begin whether or not the portion is substantially complete, provided that the respective responsibilities of the **Town** and the **Contractor** with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, and warranties shall be established by agreement of the **Town** and the **Contractor** or, absent such agreement, shall be determined by the **Design Professional** subject to the right of either party to contest such determination as provided in Article 16.

14.3.2. Immediately prior to such partial occupancy or use, the **Town**, the **Contractor** and the **Design Professional** shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

14.3.3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

14.4. Final Inspection.

14.4.1. Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Design Professional** will make a final inspection with the Town and the **Contractor** and will notify the **Contractor** in writing of all particulars which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

ARTICLE 15: GUARANTEES AND WARRANTIES

15.1. In General.

15.1.1. All guarantees and warranties specifically called for by the Specifications shall expressly run to the benefit of the Town.

15.2. Warranties.

15.2.1. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, unless otherwise provided in the certificate of Substantial Completion.

15.2.2. The **Contractor** warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The **Contractor's** warranty excludes remedy for damage or defect caused by abuse, Modifications not executed by the **Contractor**, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the **Design Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

15.2.3. The **Contractor** warrants that title to all Work covered by an application for payment will pass to the Town either by incorporation in the construction or upon the receipt of payment by the **Contractor**, whichever occurs first, free and clear of all liens. The **Contractor** further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to said Work to which the **Contractor** may then be entitled, provided that such waiver of the lien rights shall not waive the **Contractor's** right to payment for such Work.

15.2.4. [Deleted]

15.2.5. No materials or supplies for the Work shall be purchased by the **Contractor** or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The **Contractor** warrants that it has good title to all materials and supplies used by it in the Work, free from all liens.

15.2.6. The **Contractor** shall indemnify, defend (with counsel acceptable to the Town) and hold the Town harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The **Contractor** shall at the Town**'s** request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

15.3. Extended Warranties and Guarantees.

15.3.1. Any defective Work that is either corrected or replaced will be warranted and guaranteed for a period of three (3) years from the date of such correction or replacement.

ARTICLE 16: CLAIMS

16.1. In General.

16.1.1. Written Notice. A Claim must be made by written notice to the other party.

16.1.2. Content of Notice. The notice must include all written supporting data.

16.1.3. Burden of Proof. The party making the Claim must substantiate the Claim.

16.2. Time Limits on Claims.

16.2.1. Unless otherwise provided, all Claims must be made within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Any change or addition to a previously made Claim shall be made by a written notice within the twenty-one-day period in order to be valid.

16.3. Continuing Contract Performance.

16.3.1. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing, the **Contractor** shall proceed diligently with performance of the Contract and the Town shall continue to make payments in accordance with the Contract Documents.

16.4. Types of Claims.

16.4.1. Claims for Differing Subsurface or Latent Physical Conditions. (*Reference:* M.G.L. c. 30, §39N). If, during the progress of the Work, the **Contractor** or the Town discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the Plans or indicated in the Contract Documents, either the **Contractor** or the Town may request an equitable adjustment in the Contract Sum of the Contract applying to Work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a **Contractor**, or upon its own initiative, the Town shall make an investigation of such physical conditions, and if they differ substantially or materially from those shown on the Plans or indicated in the Contract Documents or from those ordinarily encountered and generally

recognized as inherent in Work of the character provided for in the Plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the Town shall make an equitable adjustment in the Contract Sum and the Contract shall be modified in writing accordingly.

16.4.2. Claims for Additional Cost. If the **Contractor** claims that any acts or omissions of the Town or the **Design Professional**, including any instructions or orders, whether oral, written, by drawings, or otherwise, involve extra cost or time, and the **Contractor** has not received a written acknowledgment by the Town or the **Design Professional** that extra payment will be made or time extended on account thereof, the **Contractor** shall promptly so notify the **Design Professional** in writing of such Claim and shall proceed with the Work relating to such Claim and all rights of both parties with respect to such Claim shall be deemed to have been reserved. No Claim by the **Contractor** on account of such acts, omissions, instructions, or orders shall be valid unless the **Contractor** has so notified the **Design Professional** before proceeding.

16.4.2.1. Under no circumstances shall a Claim be made for additional cost where adverse weather conditions are the basis for the Claim.

16.4.3. Claims for Additional Time. If the **Contractor** wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The **Contractor** shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the **Design Professional** with such documentation relating thereto as the **Design Professional** may reasonably require. Under no circumstances shall the **Contractor** make a Claim for an increase in the Contract Time due to a change in the **Contractor's** early completion date. If the increase in the Contract Time extends beyond the Contract Time established by the Town, only the time that so extends beyond the Contract Time shall be reviewed and considered. In the case of a continuing delay, only one Claim is necessary.

16.4.3.1. Under no circumstances shall a Claim be made for additional time where adverse weather conditions are the basis for the Claim.

16.4.4. Claims for Injury to Person or Damage to Property. Should either party to the Contract suffer injury to person or damage to property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, a Claim will be made in writing to the other party within twenty-one (21) days of the occurrence of the act giving rise to the injury or damage.

16.5. Review of Claims.

16.5.1. Initial Referral. The **Town**, at its election, may request that the **Design Professional** review or make recommendations with respect too any Claim made by the

Contractor. .

16.5.2. Time Period and Action. The **Design Professional** shall review Claims, if so requested by the Town, and may within fourteen (14) days of receipt of the Claim:

16.5.2.1. defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

16.5.2.2. decline in writing to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Design Professional**); or

16.5.2.3. render a decision or recommendation on all or a part of the Claim.

16.5.3. If the **Design Professional** requests additional information, the **Design Professional** shall take action with respect to the Claim no later than fourteen (14) days after receipt of the additional information. The **Design Professional** shall notify the parties in writing of its disposition of such Claim. If the **Design Professional** renders a decision or declines to render a decision, either party may proceed in accordance with paragraph 16.7.

16.6. Decisions.

16.6.1. Decisions by the Town or the Design Professional. (*Reference:* M.G.L. c. 30, §39P;). In every case in which this Contract requires the Town, any official, or its **Design Professional** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than fourteen (14) days after the written submission for decision; but if such decision requires extended investigation and study, the Town, the official, or the **Design Professional** shall, within fourteen (14) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

16.6.2. [Deleted]

16.6.3. When Decision of the Design Professional is Not Final and Binding. (*Reference:* M.G.L. c. 30, §39J). Notwithstanding any contrary provision of this Contract, no decision by the Town or by the **Design Professional** on a dispute, whether of fact or of law, arising under said Contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

16.6.4. Resolved Claims. If a Claim is resolved, the **Design Professional** shall obtain or prepare the appropriate documentation and provide the Town and the

Contractor with a copy of same.

16.7. Resolution of Disputes16.7.1. If the Parties are unable to resolve any dispute between them, then (whether or not the **Design Professional** has rendered a decision or recommendation with respect to a Claim or any other dispute) either party may commence action seeking judicial resolution of the matter, provided, in the case of any Claim by the **Contractor** that the **Contractor** has first complied with the notice provisions in Sections 16.1 and 16.2. All such actions, together with any other outstanding claims or disputes shall be aggregated for trial in a single action. The **Contractor** and any Subcontractor, Sub-subcontractor, supplier and any other person or entity performing any part of the Work agree that each of them will waive objections to jurisdiction and venue and shall submit to the jurisdiction of the Middlesex County Superior Court of the Commonwealth of Massachusetts regardless of residence or domicile, with respect to any actions or suits at law or in equity arising under or related to the Contract or the performance of the Work.

ARTICLE 17: EMERGENCIES

17.1. In an emergency affecting the health and safety of persons or property, the **Contractor** shall act to prevent threatened damage, injury, or loss.

17.2. In emergencies affecting the health, safety, or protection of persons, the Work or property at the Site or adjacent thereto, the **Contractor**, without special instruction or authorization from the Town or the **Design Professional**, is obligated to act to prevent threatened damage, injury, or loss. The **Contractor** shall give the **Design Professional** prompt written notice if the **Contractor** believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the **Design Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a **Construction Change** Directive or Change Order will be issued to document the consequences of such action.

ARTICLE 18: TERMINATION OR SUSPENSION OF THE CONTRACT

18.1. Suspension by the Town.

18.1.1. At any time and without cause, the Town may suspend the Work or any portion thereof for a period of not more than sixty (60) days by notice in writing to the **Contractor** and the **Design Professional** that will fix the date on which Work will be resumed. The **Contractor** shall resume Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes an approved Claim therefore.

18.1.2. If the Work is defective, if the **Contractor** fails to provide a sufficient number of skilled workers or suitable materials or equipment, or if the **Contractor** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Town to begin and prosecute correction of such default or neglect with diligence and promptness, the Town may correct such deficiencies, without prejudice to other remedies the Town may have. In such case, an appropriate **Construction Change** Directive shall be issued deducting from payments then or thereafter due to the **Contractor** the cost of correcting such deficiencies including compensation for the **Design Professional's** additional services and expenses made necessary by such default, neglect, or failure and any and all direct, indirect, or consequential costs associated with the order to stop the Work. If such payments then or thereafter due the **Contractor** are not sufficient to cover such amounts, the **Contractor** shall immediately pay the difference to the Town. The **Contractor** shall remain responsible for maintaining progress and shall not be entitled to any increase in the Contract Time or the Contract Sum.

18.2. Termination by the Contractor.

18.2.1. If, through no act or fault of the **Contractor**, a Subcontractor, or a Sub-subcontractor, the Work is suspended for a period of more than ninety (90) days by the Town, or under an order of court or other public authority, then the **Contractor** may terminate the Contract upon seven (7) days' written notice to the Town, provided that the Town does not remedy such suspension within that time.

18.3. Termination by the Town.

18.3.1. If the **Contractor** is adjudged a bankrupt, or if the **Contractor** makes a general assignment for the benefit of the **Contractor's** creditors, or if a receiver is appointed on account of the **Contractor's** insolvency, or if the **Contractor** persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the **Contractor** fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order, or decision of the **Design Professional**, or otherwise is guilty of substantial violation of any provision of the Contract, then the **Contractor** shall be in default, and the Town may, without prejudice to any other right or remedy and upon written notice to the **Contractor**, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project Site, and all materials intended for the Work, wherever stored, and, seven (7) days after such notice, may terminate the employment of the **Contractor**, accept assignment of any or all subcontracts, and finish the Work by whatever method the Town may deem expedient. The Town shall be entitled to collect from the **Contractor** all direct, indirect, and consequential damages suffered by the Town on account of the **Contractor's** default, including without limitation additional services and expenses of the **Design Professional** made necessary thereby. The Town shall be entitled to hold all amounts due to the **Contractor** at the date of termination until

all of the Town**'s** damages have been established, and to apply such amounts to such damages.

ARTICLE 19: [DELETED]

ARTICLE 20: WRITTEN NOTICE TO THE PARTIES

20.1. In General.

20.1.1. All written communications from the **Design Professional** to the **Contractor** shall be copied to the Town. All written communications from the **Contractor** to the **Design Professional** shall be copied to the Town. All written communications from the **Contractor** to the Town shall be copied to the **Design Professional**.

20.2. Addresses.

20.2.1. To the Town. Written notice to the Town shall be sent or hand-delivered to:

Town Administrator
Town of Belmont
455 Concord Avenue
Belmont, MA 02478

Director of Facilities
Town of Belmont
19 Moore Street
Belmont, MA 02478

20.2.2. To the Contractor. Both the address given on the bid form upon which the Agreement is founded and the **Contractor's** office at or near the Site of the Work are hereby designated as places to either of which notices, letters, and other communications to the **Contractor** shall be certified, mailed, or delivered. Delivery of any notice, letter, or other communication to the **Contractor** at or depositing same in a postpaid wrapper directed to either place shall be deemed sufficient service thereof upon the **Contractor**. Written notice shall be deemed to have been duly served on the **Contractor** if it is sent or hand-delivered to any member or officer of the **Contractor**. The date of said service shall be the date of such delivery or mailing. The address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor** and delivered to the Town and to the **Design Professional**. Nothing herein contained shall be deemed to

preclude or render inoperative the service of any notice, letter or other communication upon the **Contractor** personally. Moreover, any notice, letter, or other communication required under the Contract may be served on the **Contractor's** representative at job meetings. The **Contractor** shall provide the Town with its change of address seven (7) days prior to its effective date.

20.2.3. To the Design Professional. Written notice to the **Design Professional** shall be sent or hand-delivered to the address appearing on the Project Manual. Written notice shall be deemed to have been duly served on the **Design Professional** if it is sent or hand-delivered to any member or officer of the **Design Professional**.

ARTICLE 21: MISCELLANEOUS PROVISIONS

21.1. Governing Law.

21.1.1. This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

21.2. Venue.

21.2.1. Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The **Contractor**, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

21.3. Successors and Assigns.

21.3.1. The **Contractor** shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the Town. An assignment without the prior written consent of the Town shall not relieve the **Contractor** of its obligations thereunder.

21.3.2. The Town and the **Contractor** respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents.

21.4. Statutory Limitation Period.

21.4.1. It is expressly agreed that the obligations of the **Contractor** hereunder arise out of contractual duties, and that the failure of the **Contractor** to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitations and repose. Any cause of action which the Town may have on account of such failure shall be deemed to accrue only when the Town has obtained actual knowledge of such failure, not before.

21.5. Rights and Remedies.

21.5.1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

21.5.2. No action or failure to act by the Town, the **Design Professional,** or the **Contractor** shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

THIS IS THE END OF THE GENERAL TERMS AND CONDITIONS

Appendix E
Tax Compliance Statement
Town of Belmont

ATTESTATION

Pursuant to M.G.L. c/ 62c, §49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

_____	_____
** Signature of Individual Or Corporate Contractor (Mandatory)	** Contractor's Social Security # (Voluntary) or Federal Identification Number

By: _____ Date: _____

Corporate Officer
(Mandatory, if applicable)

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

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

***Your social security number will 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. This request is made under the authority of M.G.L. c/ 62c, §49A.

Appendix F
AFFIDAVIT OF NON-COLLUSION
Town of Belmont

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

Signature: _____

Date: _____

Name[Printed]: _____

Title:_____

Company:_____

APPENDIX G
INSURANCE REQUIREMENTS

1.01 THE CONTRACTOR'S INSURANCE:

A. The Contractor shall provide and maintain insurance, at its expense, during the term of the contract, as well as any and all renewals thereof, which shall be at a minimum, in the amounts and types as set forth below.

1. The contractor shall purchase and maintain such insurance that shall protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

B. Worker's Compensation Insurance: Statutory Limits established by the Commonwealth of Massachusetts. Individuals, sole proprietors and partners shall obtain workers compensation insurance and shall provide evidence of such coverage.

C. Employer's Liability Insurance: Employer's Liability Insurance in the amount of $500,000 Bodily Injury per Accident, $500,000 Bodily Injury by Disease, each employee and policy limit.

D. General Liability Insurance: Commercial general liability insurance on an occurrence basis with limits not less than a combined single limit per occurrence of $1,000,000; $1,000,000 aggregate for products/completed operations; $1,000,000 per person for personal/advertising injury; and $2,000,000 general aggregate. General liability policies shall not contain a deductible and this shall be clearly evidenced on the certificate of insurance. A waiver of subrogation shall not be included in the policy. The "XCU" perils shall be included.

E. Automobile Liability Insurance: $1,000,000 Combined single limit per accident for bodily injury and property damage liability. Coverage shall be provided for all owned, hired and non-owned vehicles and shall be evidenced on the certificate. There shall be no automobile liability deductible applicable.

F. Umbrella Liability Insurance: Umbrella liability insurance applying in excess of primary employer's liability, general liability and automobile liability with limits of at least $3,000,000 per occurrence, $3,000,000 aggregate.

G. Property Insurance: The Owner shall maintain property insurance on the building, including materials to be added per this contract. Such insurance shall include the interests of the Owner, Contractor and Sub-Contractors. This insurance shall cover portions of the work, stored off-site and in transit.

H. Insurance Certificates: The Contractor shall furnish Certificates of Insurance that are acceptable to the Owner, within five (5) days of notification by the Purchasing Agent or her designee. Six insurance certificates, in original form shall be provided to the Owner and at least one shall contain an original signature, in blue ink.

1. The certificate holder shall be listed as follows:

a. Town of Belmont, 455 Concord Avenue, Belmont, MA 02478.

b. The Town of Belmont shall be named as an additional insured (including its employees, agents and representatives), with respect to all coverage, with the exception of worker's compensation.

c. The project title shall be included on the certificate, in the section entitled "Description of Operations".

d. Companies providing insurance coverage shall be licensed to transact business in the Commonwealth of Massachusetts.

e. Certificates of Insurance acceptable to the Owner shall be addressed to and filed with the Owner prior to commencement of the work.

f. The insurance certificate shall require that the certificate holder be notified in writing at least 30 days (10 days for Worker's Compensation coverage) prior to cancellation or non-renewal of the policy (ies).

g. No restrictive amendments shall be placed on the policies.

h. There shall be no liability insurance deductibles, unless approved by the Owner.

i. All premium costs shall be included in the Contractor's bid.

j. Insurance providers shall be rated, as a minimum, "A-" by A.M. Best. If the rating of the insurance provider falls below "A-" during the period of performance of the contract, the contractor shall furnish coverage(s) from another provider that possesses a rating of A- or better at no additional cost to the Owner.

END OF SECTION

FORM OF CONTRACT

OWNER-CONTRACTOR AGREEMENT
FOR PUBLIC BUILDING CONSTRUCTION OR RENOVATION

THIS AGREEMENT made this _____ day of _____

in the year Two Thousand and _____, between _____, with a

usual place of business at _____, hereinafter

called the CONTRACTOR, and the Town of Belmont, Massachusetts, acting by its Facilities

Department, with a usual place of business at 19 Moore Street, Belmont, MA 02478, hereinafter

called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, the sufficiency of which is hereby acknowledged, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as _____, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any General Conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of
_____.

4. Contract Documents

The Contract Documents consist of this Agreement; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the Contractor's Bid and all accompanying documents; and the Design Professional's written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the Design Professional in preparing the Contract Documents are not Contract Documents.

The following are hereby incorporated by reference as part of this Agreement.

___*__ Invitation to Bid

___*__ Technical Specifications

___*__ Appendix A – Bid Form

___*__ Appendix B – Painting Specifications

___*__ Appendix C – Prevailing Wage Rates

___*__ Appendix D – General Conditions

___*__ Appendix E – Belmont Tax Compliance Certificate

___*__ Appendix F – Belmont Non-Collusion Affidavit

___*__ Appendix G – Insurance Requirements with Contractor's Insurance Certificate(s)

* = Included in the Project Manual and incorporated herein by reference

5. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

6. Indemnification

The Contractor shall indemnify, defend (with counsel acceptable to the Owner) and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

7. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

.5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The limits of liability for coverage required under the preceding paragraph shall be as required in Appendix G.

Except for Workmen's Compensation, all liability coverage shall name the Town of Belmont, MA as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

8. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

9. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall, indemnify, defend (with counsel acceptable to Owner) and hold the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

OWNER: Town of Belmont
By its Town Administrator

_____
Printed Name: Patrice Garvin

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

By: _____
Chitra Subramanian, Town Accountant

Appendix I

CLIENT LIST/REFERENCE FORM

Please list four (4) clients for the past three (3) years, whether or not contracts are still in effect.

Please list Current Clients first

1. Client Name_____

Address_____

_____

If School District, grades_____

Public_____ Private_____

Contact Person_____

Tel. No._____

Duration of contract_____
from when to when

2. Client Name_____

Address_____

_____

If School District, grades_____

Public_____ Private_____

Contact Person_____

Tel. No. _____

Duration of contract_____
from when to when

3. Client Name_____

Address_____

_____

If School District, grades_____

Public_____ Private_____

Contact Person_____

Tel. No._____

Duration of contract_____
from when to when

4. Client Name_____

Address_____

_____

If School District, grades_____

Public_____ Private_____

Contact Person_____

Tel. No. _____

Duration of contract_____
from when to when

Please copy this sheet if additional space is necessary.