

**Invitation for Bids
Kaboom Park Site Improvements**

For the City of Chelsea, MA

Project # 2016-145

March 2016

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(LEGAL NOTICE)

**CITY OF CHELSEA
DEPARTMENT OF PLANNING & DEVELOPMENT
INVITATION FOR BIDS
KABOOM PARK SITE IMPROVEMENTS**

Sealed bids to provide services for the construction of **KABOOM PARK SITE IMPROVEMENTS** will be received at the Office of the Chief Procurement Officer, City Hall, Room 206, Chelsea, Massachusetts until 10:00AM on Friday, March 18, 2016 immediately after which the bids will be opened and read publicly.

Specifications and contract documents will be available on or after March 3, 2016 at the Office of the Chief Procurement Officer, City Hall, Room 206, Chelsea, Massachusetts.

Bids must be sealed and clearly marked **"KABOOM PARK SITE IMPROVEMENTS"** and submitted to the Office of the Chief Procurement Officer, City Hall, Room 206, Chelsea, Massachusetts no later than 10:00 AM, Friday, March 18, 2016.

An optional **Prebid** conference is scheduled for 2:00 p.m., Monday, March 14, 2016 at City Hall, Room 206, Chelsea, Massachusetts.

Each bid must be accompanied by a certified check, issued by a responsible bank or trust company. Or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, all in the amount of 5% of the bid payable to the "City of Chelsea."

The City of Chelsea reserves the right to accept any bid, to reject and/or all bids and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.

In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.

Particular attention of prospective bidders is directed to the minority employment percentage requirements. The goals for this contract are minority employment percentage of 8.25%, with Female Participation 2.09%.

The City of Chelsea is an Equal Opportunity Employer.

This invitation for bid is in accordance with M.G.L. Chapter 30, §39M and subject to Massachusetts Community Development Block Grant regulations, minimum wage rates as required by M.G.L. c.149 §26-27H inclusively, and federal Davis Bacon wage rates. The higher of the two rates, state and federal, shall apply.

Dylan Cook
Chief Procurement Officer

Section 1 Procurement Scope

The City of Chelsea MA is publishing this Invitation for Bids for a qualified vendor to provide services for the construction of **Kaboom Park Site Improvements**.

Invitation for Bid Procedures and award of the Contract shall be in accordance with Massachusetts General Law, Chapter 30, s. 39M, plus all applicable Federal, State and Local laws and regulations.

1.1 Withdraw , Modify, and Amend Bids

Bidders who wish to withdraw, modify or amend their bid must do so in writing utilizing electronic mail to the City of Chelsea Chief Procurement Officer at dcook@chelseama.gov or via fax at 617-466-4225, no later than the time and date set forth herein for the receipt of the bids. All such withdrawals, modifications or amendments must so state in the subject line of the email correspondence. Any withdrawal, modification or amendment arriving after the date and time set forth for accepting responses will not be considered. After the opening of the bids, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City of Chelsea or fair competition. Minor informalities will be waived at the discretion of the City of Chelsea.

1.3 Bid Security

Each bid must be accompanied by a certified check: of the bidder or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% of the bid, payable to the "City of Chelsea" and must be filed with the original bid.

1.4 Bid Bonds

The successful bidder is required to furnish performance bonds and payment bonds in the contract amount and with surety satisfaction to the City, in an award form this Invitation for Bids. The Bidder must pay all costs. The Performance Bond shall be in the sum of **100%** of the contract price. The Payment Bond shall be in the sum of **100%** of the contract price. The bonds shall be provided by the successful bidder to the City within five business days of the contract award.

1.5 Familiarity with Requirements

Bidders are to thoroughly familiarize themselves with the requirements of this Invitation for Bids. Ignorance of the requirements will not relieve the bidder from any obligations or liabilities of any contract(s) issued as a result of this Invitation for Bids.

1.6 Independent Party

Under this Invitation for Bids, the successful bidder declares itself to be at all times acting and performing as an independent party and nothing in this Invitation for Bids or any subsequent contract(s) is intended to constitute a partnership or joint venture between the Bidder and the City of Chelsea.

1.7 Conflict of Interest

No officer or employee of the City of Chelsea shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

1.8 Political Activity Prohibited

None of the services to be provided by any bidder shall be used for any partisan political activity or to further the election of any candidate for public office.

1.9 Assignment by Contractor

The successful bidder or contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of Chelsea, provided however, that the present and prospective claims for money due owing to the Contractor from the City of Chelsea or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of Chelsea. Any complete or partial assignment of the contractor's or successful bidder's interest in any such contract shall require the assignee, at the City of Chelsea's discretion, to supply such further information as the City of Chelsea deems necessary to comply with the City of Chelsea rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of Chelsea against the successful bidder in the absence of such assignment.

1.10 Subcontracting

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership, or any other such entity without the prior written approval of the City of Chelsea. All intended subcontracts must be in writing and must be submitted with the bid documents. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Invitation for Bids.

1.11 Choice of Law

Any contracts awarded as a result of this Invitation for Bids shall be construed under the laws of the Commonwealth of Massachusetts. The successful bidder and agents thereof agree to bring any federal or state legal proceedings arising from any such contract in which the City of Chelsea is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

1.12 Notices

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

1.13 Severable Sections Do Not Affect Entire Contract

If any provision of the Invitation for Bids or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Invitation for Bids and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

1.14 Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bond and Certificates of Insurance required within ten days after receipt of notice of the acceptance of the bid, shall forfeit to the City of Chelsea, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsive and responsible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature or similar unforeseen circumstances affecting the bidder, its bid deposit shall be returned.

1.15 Liquidated Damages for Failure to Perform Under Terms of the Contract

Should the successful bidder fail to commence or diligently perform according to the terms of the contract, the successful bidder agrees to pay to the City of Chelsea, as liquidated damages, Two Hundred Fifty Dollars (\$250.00) per calendar day that the successful bidder fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. Liquidated damages assessed under this provision shall be deducted from any payment(s) due to the successful bidder.

1.16 Contract Performance

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Invitation for Bids or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and the rights and obligations of the parties to such future performance shall continue in full force and effect.

1.17 Davis Bacon Wages/ State Prevailing/Minimum Wages

This project is subject to federal Davis Bacon wage rates, as well as state Prevailing/Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provisions of Massachusetts General Laws Chapter 149, Section 26 to 27D, as amended. The higher of the two (state and federal) rates shall apply. It is the responsibility of the Bidder, before the bid opening, to request, if necessary, any additional information on Prevailing/Minimum Wage Rates for those trades' people who may be employed for the proposed work under this contract.

The contract is subject to the **Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or sub grantees on construction projects assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor "**anti-kickback**" regulations at **29 CFR Part 3**. The Contractor shall include these requirements in agreements with sub grantees.

The greater of Federal (Davis-Bacon) or State prevailing wages, when both are applicable, shall be paid under this contract and reported as required.

WEEKLY PAYROLL RECORDS REPORT – Payroll reporting is required in accordance with Department of Labor regulations at 29 CFR Part 5 and the **Davis-Bacon Act** and related regulations. Also, in accordance with Massachusetts General Law chapter 149, Section 27B, a true and accurate record must be kept of all persons employed on a public works construction project for which the Prevailing Wage Rates have been provided. Every Contractor and Sub-Contractor must submit a copy of their weekly payroll records to the Awarding Authority. This is required to be done on a weekly basis. Failure to submit payrolls may result in delayed payment of monies outstanding, until contractor or subcontractor is in compliance with this law. Once collected, the Awarding Authority is required to preserve those records for a period of seven years.

1.18 Funding & Fiscal Year Appropriation

Appropriations for expenditures by the City of Chelsea and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the City of Chelsea, MA begins on July 1st and ends June 30th of the following year. The obligations of the City of Chelsea under any contract resulting from this Invitation for Bids for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the City of Chelsea of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Invitation for Bids. In the absence of such appropriation or authorization, any contract resulting from this Invitation for Bids shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year.

1.19 Procurement Calendar

The City of Chelsea solicits bids that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of Chelsea is:

Event	Date
IFB Released	3/3/2016
Deadline for Written Inquiries	3/11/2016
Pre-Bid Conference	3/14/2016 at 2:00 PM
Response to Written Inquiries	3/14/2016
Due Date for Bids	3/18/2016 at 10:00 AM

1.20 Duration of Contract

The contract term will commence upon signature of the agreement and end NO LATER THAN October 1, 2016.

End of Section

Section 2 General Bid Information

2.1 Required IFB Sections

The Bidder must provide, in its bid, a reply to the particular specifications included in the Invitation for Bids.

2.2 Funding Source

The project to be constructed and pursuant to this Invitation For Bid will be financed with assistance from the Massachusetts Community Development Block Grant Program and is subject to all applicable Federal, State, and local regulations.

2.3 Minority or Woman Business Enterprise Participation

In accordance with the Minority Business Enterprise Plan for the City of Chelsea, all qualified Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit bids in response to this Invitation for Bids. For the purpose of this IFB, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's bid is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications or access to SOMWBA vendor lists, contact the Supplier Diversity Office, Commonwealth of Massachusetts Operational Services Division at 617-720-3300.

2.4 The Contract Award

Based upon the bids received, the contract will be awarded to the lowest responsible and eligible Bidder.

2.5 ADA, Regulatory, Compliance and Standards

Bidders are expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Telecommunications Act of 1996, and all successor federal and related legislation throughout the term of any contract resulting from this solicitation.

2.6 Indemnification

Any successor in exchange for entering into an agreement or contract resulting from this Invitation for Bids shall indemnify and hold harmless the City of Chelsea and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them, arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service,

material, equipment or apparatus, or any part thereof in any suit is held to constitute infringement, the successful bidder, within a reasonable time, will at its expense, and as the City of Chelsea may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney's fees related thereto.

Furthermore, any successful bidder in exchange for entering into any agreement or contract resulting from this Invitation for Bids agrees to indemnify and hold harmless, release and forever discharge the City of Chelsea as well as their officers, agents and employees as well as their successors and assigns from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under this contract. This includes any discrimination, labor or employment claims against the successful bidder and the City of Chelsea and any and all manners of legal action brought against the successful bidder and /or the City of Chelsea. Said indemnification includes reasonable attorney's fees related thereto.

2.7 Federal, State and Local Laws

The successful bidder will comply with all applicable Federal, State and Local laws and regulations. The contract resulting from this Invitation for Bid may be subject to review and approval by DHCD/Massachusetts CDBG Program and will be governed by the requirements of that program, including the provisions found in Exhibits A and B in Attachment F to this Invitation for Bid.

2.8 Tax Exempt

Purchases made by municipalities and government are exempt from Federal Excise Taxes and Massachusetts Sales Taxes and bid prices must show the exclusion of such taxes. Tax exemption certificates will be furnished as required.

2.9 Insurance

The successful bidder in addition to any insurance required by State or Local Law, shall maintain in force during the term of any contract(s) issued as a result of this Invitation for Bids, the following insurance issued by an insurance company licensed to do business in the Commonwealth of Massachusetts. Failure to provide or maintain such insurance shall be grounds to reject a bid or execute a contract.

- a. Public Commercial Liability coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 aggregate. Automobile Liability Insurance coverage in the amount of \$500,000.00 per person, \$1,000,000.00 per occurrence. Property damage Insurance in the amount of \$250,000.00.
- b. Worker's Compensation Insurance in the amounts required by Massachusetts Law.
- c. Evidence of such insurance must name the City of Chelsea as the named insured as well as the successful bidder.

- d. An Insurance Certificate giving evidence of the insurance must be delivered to the City of Chelsea within 10 days by the successful bidder receiving the award of this Invitation for Bids.

2.10 Confidentiality

The successful bidder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and the successful bidder acknowledges that in performance of any contract resulting from the Invitation for Bids it may require or have access to “personal data” and become a “holder” of personal data as defined by M.G. L. c. 66A. The successful bidder shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the City of Chelsea. The successful bidder shall at all times recognize the City of Chelsea’s ownership of personal data and the exclusive right and jurisdiction of the City, and “data subjects” (as defined in chapter 66A) to control the use of personal data. The successful bidder shall immediately notify the City of Chelsea both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the City of Chelsea. The successful bidder shall cooperate with the City of Chelsea in taking all steps it deems advisable to enjoin, misuse, regain possession and/or otherwise protect the City of Chelsea’s rights and data subject’s privacy. The successful bidder shall allow access to any personal data held in their possession solely to those employees of the City of Chelsea who require such information in the performance of their occupational responsibilities. All personal data held by the successful bidder shall be delivered to the City of Chelsea within 14 calendar days after termination of any contract resulting from this Invitation for Bids. The successful bidder agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against smoke and water damage, alarm system, locked removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data. The successful bidder agrees that it will inform each of its employees having any involvement with their personal data or confidentiality. The City of Chelsea shall have access at all times to any data maintained pursuant to any contract resulting from this Invitation for Bids, without the consent of the data subject. The successful bidder shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract. Failure of the successful bidder to comply with the requirements of this section may be grounds for terminating any contract resulting from this Invitation for Bids

2.11 Force Majeure

Neither the City of Chelsea nor the successful bidder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Invitation for Bids for failure or delay in rendering performance rising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates of times of performance shall be extended to the extent of

delays excused by this section, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential City of Chelsea work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful bidder, shall afford the City of Chelsea the right to terminate any contract resulting from this Invitation for Bids without assessment of termination costs or penalties.

2.12 Equal Opportunity

During the performance of this contract, the successful bidder agrees as follows:

- a. The successful bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful bidder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, nation origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.
- b. The successful bidder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and all of the rules, regulations and relevant orders of the Secretary of Labor.

2.13 Termination

The bidders for this Invitation for Bids should note that the City of Chelsea reserves the right to terminate any contract resulting from this Invitation for Bids in whole or in part, by written notice:

- **Without cause:** Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties
- **For cause:** If, in the opinion of the City of Chelsea, the successful bidder fails to fulfill its obligations, the City of Chelsea may terminate any contract resulting from this Invitation for Bids by giving 30 days written notice to the successful bidder at any time. The subject contract shall be terminated immediately in the event of fraud or program abuse.
- **Emergency:** The City of Chelsea may terminate or suspend any contract resulting from this Invitation for Bids up to 60 calendar days by providing written notice to the successful bidder, stating the grounds for the City of Chelsea's action, in the form of U.S. Mail, hand-carried letter, or other appropriate written means, if the City of Chelsea determines that immediate action is necessary to protect City, State and/or Federal funds

or property, or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the successful bidder. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the City of Chelsea specifying requisite actions by the successful bidder to remove the suspension, proposed timetable for meeting those requirements and a description by the City of Chelsea of allowable activities and costs, if any, during the suspension period. Failure by the successful bidder to remedy the stated deficiencies according to the timetable prescribed by the City of Chelsea shall be cause for immediate termination.

- **Elimination or Reduction of Funding:** In the event of a reduction of funding for any reason, the City of Chelsea may terminate any contract resulting from this Invitation for Bids by providing notice of termination in a reasonable time. The City of Chelsea may provide a conditional notice of termination with a proposed amendment to the subject contract. Any such notice shall provide that the subject contract will terminate automatically 30 calendar days after the date of the conditional notice of termination unless the successful bidder submits to the City of Chelsea a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of Chelsea, within 20 calendar days after the date of the conditional notice of termination, or such other time as it is otherwise specified in the conditional notice.

2.14 Office's Remedies: Upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful bidder shall not be relieved of liability to the City of Chelsea by virtue of any breach of any contract resulting from this Invitation for Bids by the successful bidder. In the event of termination pursuant to this section, the City of Chelsea may withhold any payments to the successful bidder for the purpose of set-off until such time as the exact amount of damages due to the City of Chelsea from the successful bidder is determined. In addition to and notwithstanding the above, the successful bidder covenants and agrees that in the event of termination of any contract resulting from this Invitation for Bids the successful bidder shall pay to the City of Chelsea as damages: (a) such sum as, at the time of termination, the City of Chelsea reasonably determines that is, shall require to compensate a subsequent contractor to complete the delivery of service, and (b) the sum, reasonably determined by the City of Chelsea, which will compensate the City of Chelsea for all the direct and indirect costs resulting from delay in the delivery of services upon the successful bidder's default. The successful bidder further covenants and agrees with the City of Chelsea that the successful bidder shall pay all of the City of Chelsea's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the City of Chelsea for any obligation of the successful bidder under any contract resulting from this Invitation for Bids.

2.15 Obligation in the Event of Termination

Upon termination of any contract resulting from this Invitation for Bids, all documents finished or unfinished, data, studies and reports prepared by the successful bidder pursuant to the subject contract shall become the property of the City of Chelsea. Copies of finished and unfinished documents, data, studies and reports generated as a necessary part of performing the subject

contract shall be delivered to the City of Chelsea upon reasonable request and shall be retained by the successful bidder for future use. The City of Chelsea shall promptly pay the successful bidder for all services performed and for all costs and un-cancelable commitments reasonably incurred in performance of the subject contract to the effective date of termination, provided the successful bidder is not in default of the terms of the subject contract and submits to the City of Chelsea properly completed invoices with supporting documentation covering such services no later than 45 days after the effective date of termination, and that the successful bidder make every reasonable effort to minimize or recover costs incurred.

2.16 Ownership of Furnishings & Equipment:

Unless otherwise provided by law or a federal grant award, title to all furnishings and equipment provided by the City of Chelsea or that the awarded bidder provides under the terms of this Invitation for Bids and paid for with public funds, shall vest in and be retained by the City of Chelsea. Upon completion of performance of the awarded bidder's contract, the awarded bidder shall return such furnishings and equipment in its possession in the same condition as at the commencement of any contract resulting from this Invitation for Bids, normal wear and tear excepted.

2.17 Anti-Boycott Warranty:

During the term of any contract resulting from this Invitation for Bids, neither the successful bidder nor any "affiliated company" as hereafter described, shall participate in or cooperate with an international boycott, as defined in section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by sections 2 and 4 of Chapter 151E of The Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity or which at least 51% of the ownership interests are directly or indirectly owned by the successful responder or by a person or persons or business entity or entities which directly own at least 51% of the ownership interest of the successful bidder.

2.18 Tied Bids

In the event that there is a tie bid between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a tie bid with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the City to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at Chelsea City Hall during regular business hours.

2.19 Unexpected Closures or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or

other, the deadline will be postponed until 11:00 a.m. on the next normal business day. Bids will be accepted at the same location until that date and time.

End of Section

Section 3 Bidder's Bid Information

3.1 Bidder Communications

Bidders are prohibited from communicating directly with any employee of the Purchasing Department and any other member of the City of Chelsea except as specified in this Invitation for Bids, and no other individual City of Chelsea employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Invitation for Bids. Bidders may contact the person identified on the cover sheet of this Invitation for Bids in the event this Invitation for Bids is incomplete.

3.2 Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of the Invitation for Bids information in an alternative format, must communicate such requests in writing, via electronic mail (e-mail) to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement, via e-mail which describes the responder's disability and the requested accommodation to the contact person for the Invitation for Bids. The City of Chelsea reserves the right to reject unreasonable request.

3.3 Public Records

All bids and information submitted in response to this Invitation for Bids are subject to the Massachusetts Public Record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 2, and Subsection 26. Any statements in the bidder's bid inconsistent with these statutes will be disregarded.

3.4 Brand Name or Equal

Unless otherwise specified in this Invitation for Bids, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Invitation for Bids to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City of Chelsea must consider clearly identified offers if substantially equivalent goods and services submitted in response to such reference.

3.5 Publicity

Any bidder awarded a contract under this Invitation for Bids is prohibited from selling or distributing any information collected or derived from the contract, including lists of participating or eligible departments, employee names, telephone numbers, e-mail addresses, addresses or any other reports or information except as specifically authorized under this contract.

3.6 Costs

Costs for services that are not specifically identified in the bidder's response and identified as part of a contract, will not be compensated under any contract awarded pursuant to this Invitation for Bids.

The City of Chelsea will not be responsible for any costs or expenses incurred by responders responding to this Invitation for Bids.

3.7 Required Contract Attachments

All Responders are required to complete, sign and return at minimum the following documents:

- 1.) **Bid Information**- to be included as cover page of bid
- 2.) **Certificate of Non-Collusion**- Signature required
- 3.) **Statement of Corporate Authority (If Responder is a Corporation)** - If the Responder is a Corporation, a vote of the Corporation approving participation in this Invitation for Bids process must be signed by the corporate officers with the Corporate Seal Affixed and attached to the original Invitation for Bids.

If the Responder is a Corporation, the names and addresses of the corporate Officers and the state and date of incorporation must be included. The Responder must state if the Corporation is publicly held or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.

Sole Proprietorship (If Responder is a Sole Proprietorship)- If the Responder is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the officers must be included, the parent state of business and the numbers of years this entity has been in business. In short, a complete business profile must be included in the bid.

- 4.) **Bid Pricing Form** - Signature required
- 5.) **Reference Form**- To include three current contract references, at least one of which is a government agency that can be contacted during the IFB process. Two of the references must be customers for which the Responder is or has provided services similar to those outlined in the Scope of Services of the IFB. Include customer name, contact person, his/her title, address and telephone number.

Do not use the names of relatives or City Employees as references. Do not use any previous City contracts as a source of project reference information. You may use previous City contracts as a record of your experience only

- 6.) **OSHA Compliance Certification** - Signature required

3.8 Submitted Bids

The City of Chelsea shall be under no obligation to return any bids or materials submitted by the bidder in response to this Invitation for Bids. All materials submitted by bidders become the property of the City of Chelsea and will not be returned to the bidder. The City of Chelsea has

the right to use any ideas, concepts or configurations that are presented in the bidder's bid whether or not the bid is selected for contract award.

3.9 Clarification of Bid

The City of Chelsea is not required to seek clarification of bids; therefore, the bidder should be as clear as possible in all of its responses to this Invitation for Bids.

3.10 Evaluation and Award of Contract

All pricing must remain constant for the entire term of the contract, as well as any possible extension offered. Bids will be evaluated and awarded based upon the lowest, responsive and eligible bid.

3.11 Rejection of Bidder's Bid

A bidder's bid may be rejected by the City of Chelsea if the bidder's bid:

- Fails to adhere to one or more of the requirements
- Fails to submit its bid to the required address on or before the Invitation for Bid responses due date
- Fails to submit a bid in accordance to the format and instructions specified or to supply the minimum information requested in this Invitation for Bids.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this Invitation for Bids.
- Misrepresents its equipment, systems or services or provides demonstrably false information in its response or fails to provide material information.
- Violates the restrictions on contacts with the City of Chelsea employees and representatives
- Refuses, is unable to, or fails to provide clarification requested by the City of Chelsea in a reasonable time frame.

3.12 Invitation for Bids Cancellation

The City of Chelsea retains the right to cancel this Invitation for Bids, or any portion thereof, at any time prior to the execution and approval of a contract. If this Invitation for Bids is cancelled, all responses received to this Invitation for Bids will be rejected. All expenses related to the preparation of responses to this Invitation for Bids remain the responsibility of the bidder.

3.13 No Guarantee of Purchase

The City of Chelsea makes no guarantee that any purchase shall take place from any contract resulting from this Invitation for Bids nor does the City of Chelsea guarantee any minimum quantity of purchases from any contract resulting from this Invitation for Bids. Any estimated or past procurement volumes referenced in this Invitation for Bids are included only for the convenience of the bidders, and not to be relied upon as any indication of future purchases.

The bidder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.

3.14 Prime Contractors and Subcontractors

Prior approval of the eligible entity is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial program and reporting requirements and are held to the same reimbursable cost standards as the successful bidder.

The City of Chelsea requires a single point of contact for any contract resulting from this Invitation for Bids. Subcontractors may be used, but the successful bidder, as prime contractors, shall be responsible for meeting all of the terms of any contract resulting from this Invitation for Bids and must accept full responsibility for any subcontractor's performance.

Bidders must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the bidder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing; the name of their subcontractor both initially and when a sub-contractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime contractor also must notify the City of Chelsea. The notification must be written and must be within one week of the events noted above.

3.15 Written Inquiries

Bidders may submit written inquiries concerning any part or attachment of this Invitation for Bids. Written inquiries regarding issues outside of the scope of this Invitation for Bids will not be considered.

All inquiries must be submitted by the required date and time, to the contact listed on the cover page of this Invitation for Bids.

All written inquiries must be submitted via electronic mail (email) only. No other manner of submission will be accepted.

Any change to this submission date and/or time will be made by a notice sent electronically to all bidders. The bidder is responsible for confirming receipt of its written inquiries with Dylan Cook, Chief Procurement Officer, and City of Chelsea at dcook@chelseama.gov.

The City of Chelsea will provide written responses via electronic mail (e-mail) to all written inquiries received by the required due date. Responses will not identify the inquiry by bidder.

3.16 Instructions for Submission of IFB Responses

Each Invitation for Bid Response must be sealed, labeled and submitted to the address listed on the cover page of this document.

Paper Submission- The Bidder must submit one (1) original response to the Invitation for Bids marked "ORIGINAL" The Envelope must be clearly marked "**Kaboom Park Site Improvements**".

3.17 Deadline for Submission

All responses to this Invitation for Bids are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar.

End of Section

Section 4 Specifications

SECTION 01 23 00 ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All of the Contract Documents, including the conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the information and associated Work under this Section.
- B. The Contractor shall carefully examine all the Contract Documents for requirements that affect the work of this Section. The exact scope of this Section cannot be determined without a thorough review of all specification sections and other Contract Documents.

1.2 SUMMARY

- A. The Schedule of Alternates included in this Section lists all the Alternates that appear in the Contract Documents, and the Specification Sections which are affected by each Alternate.
- B. For each of the Alternates scheduled at the end of this Section, bidders shall state the amount in the proposal to be added to or deducted from the Contract Sum for the work.
- C. Consult the individual Specification Sections and the Drawings for detailed requirements of each Alternate.

1.3 GENERAL INSTRUCTIONS

- A. Each Bidder shall be held fully responsible for examining the scope of the Alternates generally defined herein and for recognizing any modifications to his work caused by any Alternate.
- B. The Bid Alternate Price shall be complete cost, including overhead, profit, bonds, insurance, transportation, and all other costs connected with, or incidental to, the work described.
- C. Alternates listed below in the Schedule of Alternates are listed in order. The Contract will be awarded on the basis of the Base Bid only, or the Base Bid plus any number of Alternates strictly added in order.

1.4 ALTERNATES

- A. Definition: "Alternates" are alternate products, materials, equipment, systems, methods, units of work, or major elements of the construction, which may, at the Authority's option and under the terms established by the Contract or Agreement, be selected for the work in lieu of the corresponding requirements of the Contract Documents or in addition to the work of the Base Bid as noted.
- B. Alternate Requirements: A Schedule of Alternates is included at the end of this Section. Each Alternate is defined using abbreviated language, recognizing that the Contract Documents define the requirements. Coordinate related work to ensure that work affected by each Alternate is complete and properly interfaced with work of each selected Alternate.
- C. Provide written proposals for each Alternate on the Bid Form for the Authority's consideration. Each proposal amount shall include the entire cost of the Alternate

portion of the work, including overhead, profit, and other costs including cost of interfacing and coordinating the Alternate with related and adjacent work.

1.5 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 – Replace Tubular Steel Fence and Gate with Custom Ornamental Steel Fence and Gate.
 - 1. Work:
 - a. DEDUCT the furnishing and installation of the black chain link fencing and gates along both entire sidewalk sides of the project, indicated as “Base Bid” on Drawing L-2.0 and the details on Sheet L-5.2.
 - b. ADD the furnishing and installation of the same length of tubular steel fencing and matching gates, per Drawing L-2.0 and the details on Sheet L-5.1.
 - 2. Refer to the following Specification sections for the work of Alternate No. 1:
 - a. Section 32 31 00 – Fencing

END OF SECTION

SECTION 01 33 00 SUBMITTALS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work to be performed under this Section shall include the compilation and submittal of all required shop drawings, manufacturer's cuts, specifications, and certifications of all materials and equipment for the Landscape Architect's approval. Actual product samples may also be required as stipulated in the technical specifications sections.
- B. All submittals shall be submitted within four (4) weeks after the award of the contract, and may be made and distributed digitally with the approval of the Owner via email or File Transfer Protocol (FTP) site. Alternatively, submittals may be made in hard copy form; at least four (4) copies (Contractor, Owner's Rep, Landscape Architect, and Other City Department) shall be provided in collated submittal packages so that a manual can be prepared for office and field reference.

PART 2 - SUBMITTALS

2.1 REQUIREMENTS

- A. References are made throughout the Specifications and Drawings where submittals are required. All finishes, colors, and patterns are to be reviewed and approved by submittal or field sample.
- B. Where the Contractor's intention is to furnish the materials or equipment as specified, a list of all such elements, by Specification section, shall accompany the submittals so that the entire submittal is complete for the project.

PART 3 - EXECUTION

3.1 SUBMISSIONS

- A. Submit all documents and data either in a collated, manual format, with four (4) manuals to be submitted; OR distributed digitally with the approval of the Owner. Include a Table of Contents of the material for reference. The submittal is to be entire and complete, addressing all furnishings and installation.
- B. Submit all required product or material samples concurrent with the materials/equipment information manuals described above. Each submittal shall reference its appropriate specification section, part and paragraph.

END OF SECTION

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SECTION 01 56 00 TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.

1.2 WORK INCLUDED

- A. Provide all labor, equipment, implements and materials required to furnish, install, construct and perform all site improvements complete as shown on the Drawings and specified herein.
- B. To be included, but not limited to the following:
 - 1. Temporary Construction Perimeter Fencing;
 - 2. Tree or Plant Protection Fencing as indicated on the Drawings;
 - 3. All other temporary barriers and controls needed for protection of the public during construction.

1.3 REFERENCES

- A. Examine all other Sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of other trades. Cooperate with all trades and all departments of the City and coordinate all work under this Section therewith.
- B. The following related items are included under the Sections listed below:
 - 1. Section 01 57 00 – Environmental Protections;
 - 2. Section 02 41 00 – Site Preparation and Demolition;
 - 3. Section 10 14 00 – Project Signage.

1.4 SUBMITTALS

- A. Shop Drawings and Samples
 - 1. Provide complete Shop Drawings and/or samples and catalog cuts for all items called for on the Drawings and as specified and in accordance with applicable requirements under Division 1.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original unopened and undamaged packages with labels legible and intact.
- B. Store materials in unopened packages in a manner to prevent damage from the environment and construction operations.
- C. Handle in accordance with manufacturer's instructions.

- D. The Contractor shall be solely responsible for all materials stored on the site once delivered. Any materials left unsecured at the job site shall be solely at the contractor's own risk.

1.6 DEFINITIONS

- A. The following items are included herein and shall mean:
 - 1. NCLMA – National Chain Link Manufacturers' Association;
 - 2. OSHA – Occupational Safety and Health Act.

PART 2 - MATERIALS

2.1 BARRIERS AND BARRICADES

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
 - 1. Comply with standards and code requirements for erection of structurally adequate barriers.
 - 2. Install barriers of a neat and uniform appearance.
 - 3. Provide graphics and signs warning of the hazard being protected against.
 - 4. Where appropriate and needed provide lighting, including flashing red or amber lights.
 - 5. Provide barriers at public rights-of-way and for public access to existing buildings when adjacent to construction operations.
- B. Provide barricades with blinking beacon light at all open trenches and other excavations.
- C. Provide protection as specified below for plant life designated to remain.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

2.2 TEMPORARY CONSTRUCTION FENCING

- A. Prior to any excavation work the Contractor shall provide temporary construction fencing as shown on the Drawings and/or as required to completely protect the work area and injury to persons or property.
- B. The Contractor shall furnish and install temporary fencing of the following type in all areas where existing fencing lengths are inadequate to enclose the construction.
 - 1. Chain link fencing, six feet (6') high, fabricated from No. 9 gauge galvanized wire woven in a 2" diamond mesh with top selvage and having galvanized steel H or pipe intermediate and terminal posts. Post spacing shall not exceed eight feet (8') on center. Cross bracing, reinforcing gates and other parts of fencing shall conform to standard Specifications of the National Chain Link Manufacturers Association. All posts shall be set into temporary concrete footings or on temporary chain link fencing stands as approved by the Landscape Architect.
- C. The Contractor shall furnish and install matching gates equipped with suitable locks and other hardware where necessary to provide access for construction apparatus or

fire fighting equipment. The Owner shall be provided with a copy of the key used for all locks.

2.3 TEMPORARY WORK IN PUBLIC WAYS

- A. Prior to commencing any work in public ways and other areas which are legally used by vehicles or pedestrians, the Contractor shall submit in writing the proposed methods of protection to the Official. Work shall not be commenced in these areas until written approval is received from the Official.
- B. In general, all excavations in public ways shall be protected by substantial barriers which will offer complete protection against accidents for pedestrian and vehicular traffic without interrupting the normal flow of traffic. All barriers must be properly lighted with electric or battery powered safety lights and must be maintained in good working order by the Contractor for the duration of the time such barriers are required.
- C. Trenches across sidewalks shall be completely covered with a temporary walkway, comprised of properly supported nominal 2" thick lumber laid with butt joints and covered with exterior grade plywood, 1/2" minimum thickness. Provide continuous 2" x 4" rails and posts secured to the temporary walkway conforming to the requirements of the Occupational Safety and Health Act (OSHA).
- D. Wherever temporary chutes are to be extended over sidewalks or other pedestrian or vehicular traffic areas, the bottom and sides of the chutes shall be provided with continuous dustproof and weatherproof lining, applied to the exterior surfaces.
- E. The Contractor will be required to furnish, install, and maintain in good condition, at no increase in Contract Price or Contract Time, all other safety measures which in the judgment of the Official are required to protect the public from accidents due to work performed under this Contract. This requirement is supplementary to the Contractor's rights and obligations to provide and employ safety measures as s/he may deem necessary or as may be required by law or standard safety practices.

2.4 TREE PROTECTION FENCING

- A. Where indicated on the Drawings or as specified elsewhere, tree protection fencing shall be installed to protect existing trees to remain, in accordance with 01 57 00 and 02 41 00, and with the Details shown on the Drawings.
- B. Wood fencing (if not otherwise specified elsewhere):
 - 1. Posts: 4 inch by 4 inch pressure treated wood.
 - 2. Rails: 2 inch by 4 inch pressure treated wood.
 - 3. Exposed height above grade: 6 feet.

PART 3 - EXECUTION (NOT USED)

3.1 BARRIERS, BARRICADES AND ENCLOSURES

- A. Install temporary items as specified herein and in the Drawings or, where not specified, to level of quality suitable for the intended purpose as judged by the Project Consultant.

3.2 REMOVAL OF TEMPORARY BARRIERS, ENCLOSURES AND PROTECTIONS

- A. Remove temporary barriers, barricades, fencing, enclosures and protections as warranted by the progress of the Work and prior to Substantial Completion.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as noted.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition at start of work or as specified elsewhere in the Contract Documents.
- E. Restore permanent facilities used during construction to specified condition.

END OF SECTION

SECTION 01 57 00 ENVIRONMENTAL PROTECTIONS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.

1.2 SCOPE OF WORK

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.
 - 1. Implementation
 - 2. Area of Construction Activity
 - 3. Protection of Water Resources
 - 4. Protecting and Minimizing Exposed Areas
 - 5. Location of Storage Areas
 - 6. Protection of Landscape
 - 7. Clearing and Grubbing
 - 8. Discharge of Dewatering Operations
 - 9. Dust Control
 - 10. Separation and Replacement of Topsoil
 - 11. Baled Hay or Straw
 - 12. Silt Fence
 - 13. Noise Control

1.3 NOTIFICATION

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

PART 2 - MATERIALS

(NOT USED)

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. Prior to commencement of work, the Contractor shall meet with the Landscape Architect and Owner's Representative to develop mutual understandings relative to compliance of the environmental protection program.
- B. The Contractor shall submit for approval details and literature fully describing environmental protection methods to be employed in carrying out construction activities.

3.2 AREA OF CONSTRUCTION ACTIVITY

- A. Insofar as possible, the Contractor shall confine his construction activities to those areas defined by the Contract Drawings and Specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition, after completion of construction, at least equal to that which existed prior to work under this contract. The Contractor shall keep the active vehicular access to the site clear of debris, equipment and vehicles at all times for Fire Department access.

3.3 PROTECTION OF WATER RESOURCES

- A. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids, solvents, or other harmful materials, whether directly or through the storm drainage system. The Contractor shall also prevent the transport of soil, dirt, and salt to surface streams, wetlands, and/or catch basins. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.
- B. Special measures should be taken to insure against spillage of any pollutants into public waters, and run-off of demolition site sediments into stormwater collection systems. Measures shall include placement of haybales around catchbasins and along temporary construction fencing where appropriate.

3.4 PROTECTING AND MINIMIZING EXPOSED AREAS

- A. The Contractor shall limit the area of land which is exposed and free from vegetation during construction. In areas where the period of exposure will be greater than two (2) months, temporary vegetation, mulching or other protective measures shall be provided as specified.
- B. The Contractor shall take account of the conditions of the soil where temporary cover crop will be used to insure that materials used for temporary vegetation are adaptive to the sediment control. Materials to be used for temporary vegetation shall be approved by the Landscape Architect and Owner's Representative.

3.5 LOCATION OF STORAGE AREAS

- A. The location of the Contractor 's storage areas for equipment and/or materials shall be placed upon cleared portions of the job site or areas to be cleared as a part of this project, and shall require written approval of the Landscape Architect and Owner's Representative. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Landscape Architect and Owner's Representative.
- B. No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of baled hay or straw around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.
- C. The Landscape Architect or Owner's Representative may designate a particular area or areas where the Contractor may store materials used in his operations. Temporary storage trailers, if used, shall be installed at Contractor's cost.

3.6 PROTECTION OF LANDSCAPE

- A. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Landscape Architect or Owner's Representative. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.
- B. Branches, limbs, and roots shall not be cut except by permission of the Landscape Architect or Owner's Representative. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Where, in the opinion of the Landscape Architect or Owner's Representative or as indicated on the Drawings, trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or by his blasting or other operations, the Contractor shall protect such trees by placing protective measures as shown on the drawings. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor. The Landscape Architect or Owner's Representative will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and disposed of.
- D. Cultivated hedges, shrubs, and plants which could be injured by the Contractor 's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of a kind and quality at least equal to that existing at the start of the work.

3.7 DISCHARGE OF DEWATERING OPERATIONS

- A. Any water that is pumped and discharged from a trench and/or excavation as part of the Contractor's water handling shall be filtered by an approved method prior to its discharge into a receiving water or drainage system.
- B. Under no circumstances shall the Contractor discharge water to any areas designated as wetlands. (None are known to be present on or near the project.)
- C. The pumped water shall be filtered through baled hay to trap sediment occurring as a result of the construction operations. The sediment trap shall be constructed such that the discharge flow rate shall not exceed a velocity of more than 1 foot per second. Accumulated sediment shall be cleared from the trap periodically.
- D. Contaminated dewatering effluent shall be handled, and if necessary, disposed of in accordance with applicable regulations and permits. Any required monitoring and analysis of the effluent shall be performed by the Contractor and the laboratory results shall be submitted to the Landscape Architect and Owner's Representative.
- E. Water pumped or drained from excavations, water courses, or other structures encountered in the work shall be disposed of in strict compliance with pertinent federal, state and local environmental regulations. Any damage caused by or resulting from dewatering operations shall be the sole responsibility of the Contractor.

3.8 PRESENCE OF URBAN FILLS

- A. As described in Section 02 41 00 and 31 00 00, the existing soils are known to be classified as "Urban Historic Fill". Due to this, the Contractor is required to hold certain certifications and to ensure certain precautions are in place, as described in those sections.

3.9 DUST CONTROL

- A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets as necessary, to minimize creation and dispersion of dust. If the Landscape Architect or Owner's Representative decides it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed.

3.10 NOISE CONTROL

- A. The Contractor shall adhere to the City ordinances for Noise Control throughout the construction period. Noise control will be strictly enforced by the City.
- B. No construction shall occur between 7pm-7am Monday through Saturday, or any time on Sunday. Any exemption to prohibited construction hours must be authorized by a City representative.
- C. Contractor shall not permit engine idling on the job site. This shall be enforced through random, unannounced periodic inspections.

END OF SECTION

SECTION 01 71 00 CONSTRUCTION LAYOUT

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. The work under this section shall consist of field staking the horizontal and vertical alignment of all essential features and proposed work, including paving, fencing, drainage, plantings, and other related features as shown on the plans, by a qualified instrument operator, and the field staking of property boundaries by a registered Land Surveyor. The Contractor shall familiarize himself with the existing conditions and shall be responsible for locating or re-establishing survey field ties, property lines, and benchmarks indicated on the plans.
- C. Existing survey tie information if available shall be provided by the City, or the Owner's Representative upon request.

1.2 QUALIFICATIONS & SUBMITTALS

- A. The Contractor shall engage the services of a Professional Land Surveyor Registered in the Commonwealth of Massachusetts for the purposes of the Property Line / Boundary Survey and shall submit the name, address, and registration number of such person or persons to the Landscape Architect in writing.
- B. Whenever reference is made on the plans or in these specifications to a Land Surveyor registered in the Commonwealth of Massachusetts, the Contractor may substitute a Registered Professional Engineer or other qualified operator of surveying equipment (submit qualifications for approval by Landscape Architect), except that only a Registered Land Surveyor will be permitted to conduct property line or boundary surveys.

PART 2 - MATERIALS

2.1 LAYOUT AND STAKING

- A. The Contractor shall be responsible for furnishing all stakes, pins, and grade markings as required to implement the work of layout and staking and shall make all field adjustments ordered by the Landscape Architect or Owner's Representative at no extra cost to the Owner.
- B. Upon request by the Landscape Architect or Owner's Representative, the Contractor shall make available to the Owner survey instruments and operator necessary to check the proposed vertical and horizontal alignments at no extra cost.
- C. As noted on the Drawings, the existing conditions plan does not constitute a site survey. The Contractor shall be responsible for their own assessment of the existing conditions prior to submitting a Bid.
- D. The Contractor shall, at the request of the Landscape Architect and the City, provide dimensional confirmation of and existing grade information at all transition points to the adjacent pavements; at the required surfacing markers on all play elements; and at transfer points, slide exits, and other components of play equipment bearing height restrictions per ASTM and CPSC guidelines.

PART 3 - EXECUTION

3.1 SURVEY LAYOUT

- A. The Contractor shall use the alignments shown on the plans to establish the layout of all proposed features and shall perform field adjustments as ordered by the Landscape Architect or Owner's Representative.
 - 1. A Professional Land Surveyor shall be responsible for confirming the locations of all property boundaries in the field prior to layout of site features.
- B. All layout shall be by the dimensions noted on the Drawings; do not scale directly from the plans. If clarification regarding a dimension or intended layout procedure is required, contact the Landscape Architect.
- C. All dimensions marked on the Drawings with "+/-" or "(Confirm)" are intended for confirmation of conformance to the expected conditions and (where applicable) that acceptable slopes and clearances are provided. Once layout has been established using other dimensions, the Contractor shall verify these dimensions (to within a tolerance of 1/2") and report any discrepancy to the Landscape Architect for acceptance or instruction regarding adjustment. These confirmation dimensions should not be used to lay out elements.
- D. The Contractor shall lay out the essential or necessary grades and locations of site furnishings, footings, pavements, utilities, structures and other proposed elements. The Contractor shall verify the location of any existing spikes, stakes, pipes, drill holes, etc. and shall be responsible for their accuracy. Proposed features shall be located in relation to dimensions shown on the drawings and as adjusted by the Landscape Architect.
- E. The Contractor shall inform the Landscape Architect and Owner's Representative when the general layout is completed and shall not begin excavation until the Landscape Architect approves the various alignments. Any discrepancies encountered in field conditions shall be reported to the Landscape Architect and Owner's Representative immediately and shall be adjusted as directed.
- F. The Contractor shall be responsible for maintaining the correct vertical and horizontal alignment of all elements, which responsibility shall not be waived by the Landscape Architect's approval of basic layout and stakeout.

END OF SECTION

SECTION 01 78 00 CLOSEOUT DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work to be performed under this Section shall include the compilation and submittal of all required maintenance manuals, maintenance and repair products, warranty information, detailed procedures, product information, submittal records, as-built drawings, and certifications of all materials and equipment for the Landscape Architect's approval. Additional submissions may also be required as stipulated in the technical specifications sections.
- B. Upon Final Completion of all park construction, the contractor shall submit: two complete copies of a park maintenance manual, and two copies of an as-built drawing set, with two compact disc (CD) copies of the as-built drawings.
- C. The City will not issue the final check for park retainage until the submittal and approval of the maintenance manual and as-built drawings.

PART 2 - SUBMITTALS

2.1 MAINTENANCE MANUAL

The Maintenance shall be in the form of a three ring binder, labeled along the spine with the park name, organized and tabbed into appropriate sections, and shall include the following items:

- A. A complete landscape maintenance plan with recommended maintenance schedules and procedures for all park systems including (if appropriate to the scope of work): watering, fertilization, spring start up procedures, fall clean-up, park winterization procedures, and all maintenance recommended or required by the manufacturers of included products;
- B. A letter from the contractor stating the period of warranty for all parts, materials, and workmanship, from the date of Final Completion;
- C. All product information, product directions, and warranties;
- D. List of all plant material, and sizes of plant containers;
- E. Copies of City permits with signatures of inspectors;
- F. Contact information for all subcontractors including email addresses; and
- G. A record of all submittals and dates of approvals.
- H. References are made throughout the Specifications and Drawings where additional record submittals are required.

2.2 PARK MAINTENANCE KIT

- A. At the completion of construction, the Contractor shall provide to the City Department of Public Works, Parks Maintenance Division, a Maintenance Kit containing all touch-up paint, maintenance instructions, spare parts, and other maintenance materials provided by the manufacturers of all improvements.
- B. The Maintenance Kit shall be delivered in a single container clearly labeled with the Park Name, and each item shall be identified as to the source.

2.3 AS-BUILT DRAWINGS

- A. As-Built drawing shall be a complete and accurate record that incorporate any and all changes to the construction plan set issued at the time of contract initiation. As-built drawings shall be clearly marked and annotated and shall include but not be limited to: all field changes, change orders, and supplemental drawings provided by the Landscape Architect.
- B. As-Built Drawings shall include complete records of all water, drainage, and electric utilities installed, including sizing, location, and inverts of all drainage pipes and structures, and sizing and location of all water service lines and electrical conduits.
- C. The Compact Discs shall include an electronic copy of all as-built drawings.

PART 3 - EXECUTION

3.1 SUBMISSIONS

- A. Submit all documents and data in a collated, manual format, with two (2) manuals to be submitted. Include a Table of Contents of the material for reference. The submittal is to be entire and complete, addressing all requirements listed above.

END OF SECTION

SECTION 02 41 00 DEMOLITION AND REMOVALS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. The Contractor shall, prior to any removal of rubbish or debris from the site, furnish written evidence satisfactory to the Owner's Representative that he/she has an approved dumping location for debris and/or spoil from all removals and excavation activities. See 3.1 regarding restrictions on removal of soils from the site.
- C. On-site cleaning of materials for the purpose of salvage shall not be permitted.
- D. The Contractor shall secure all necessary permits from the City of Chelsea before starting this project.
- E. The City of Chelsea shall have the right of first refusal on all removed materials, at the direction of the City's Project Manager. All materials refused by the City shall become the property of the Contractor.

1.2 WORK INCLUDED

- A. Provide all labor, equipment, implements and materials required to furnish, install, construct and perform all Site Preparation work complete, as shown on the Drawings and as specified herein.
- B. Work includes, but is not limited to the following:
 - 1. Removal and disposal of existing wood fiber safety surfacing and wood mulch surfacing, and of any base course required for installation of the improvements in this area;
 - 2. Removal and disposal of wood decking structures including footings, if any;
 - 3. Removal of any bituminous or concrete pavements found on the site;
 - 4. Removal and disposal of any shrubs and brush found on the site completely, and of indicated trees, including all stumps;
 - 5. Removal and disposal of existing fencing where indicated;
 - 6. Removal and disposal of plastic timber walls and ramp;
 - 7. Removal and transfer to City (if accepted) or disposal (if rejected) of all items of site furniture indicated for removal;
 - 8. Relocation within the site of any soils disturbed due to the installation of site improvements which are found or suspected to have non-reportable levels of contamination, as described below;
 - 9. Protection of all utilities except as specifically noted;
 - 10. Protection of all walls and fence material not indicated for removal, and all pavements and surfaces outside the Limit Of Work;
 - 11. Installation, maintenance, and removal upon completion of the project of temporary construction fencing and other necessary measures to ensure the protection of the general public;

12. Any other necessary preparations for installation of improvements.

1.3 REFERENCES

- A. Examine all other Sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of the other trades. Cooperate with all trades and all departments of City of Chelsea and coordinate all work under this Section.
- B. The following related items are included under the Sections listed below
 1. Section 01 56 00 – Temporary Barriers
 2. Section 01 57 00 – Environmental Protection
 3. Section 31 00 00 – Earthwork
 4. Section 32 90 00 – Planting
 5. Section 33 00 00 – Utilities

1.4 LAWS, ORDINANCES, PERMITS AND FEES

The Contractor shall:

- A. Give necessary notices, obtain all permits and pay all governmental fees and other costs in connection with this work, file all necessary plans (including Traffic Management Plan for all street and other work affecting the Public Right-Of-Way), prepare documents and obtain all necessary approvals.
- B. Obtain all required certificates of inspection for this work and deliver same to the Landscape Architect before request for acceptance and final payment for the work.
- C. Include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings (in addition to contract drawings and documents) in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on the drawing and/or specified. The disturbed areas shall be secured with a 6'-0" high chain link construction fence and fence shall be maintained at all times while site is under construction.
- D. Provide all safety controls during construction including temporary walkways, fencing, barricades, etc. at no additional cost to the Owner. All such controls affecting the Public Right-Of-Way must meet with the approval of the City (coordinated through the Department of Planning and Development).
- E. Completely remove from the project area all demolition materials, except as designated for stockpiling for re-use or as requested by the City of Chelsea, and dispose of all materials off the site. Disposal of the materials shall be done in such a manner that there shall be no accumulation of any demolition material which may, in the opinion of the Owner's Representative, the Fire Department or any other public agency having jurisdiction, constitute a hazard.
- F. Comply with all Federal, State, and Local Codes for all utility removals.

1.5 SITE CONDITIONS

- A. The Contractor shall visit and accept the site as he/she finds it and shall inform him- or herself of the character and the type of structures to be removed. The Owner assumes no responsibility for the condition of the site. Damage to the site (whether by reason of fire, theft, or other happenings) shall be at the risk of the Contractor

from and after the date of Contract execution and no such damage or loss shall relieve the Contractor from any obligation under the Contract.

- B. The existing soils on the site are classified as urban historic fill; attention is specifically directed to section 3.1 below and to Section 31 00 00, Earthwork.
- C. Environmental Requirements: Contractor shall not work on or with soils when they are dry, wet, or frozen. Field Test: Form soil in palm of hand; if soil retains shape and crumbles upon touching, then it may be worked (if it will not retain its shape, it is too dry; if it does not crumble, it is too wet). Landscape Architect shall be final authority on condition of soil.

1.6 PROTECTION

- A. All rules and regulations governing the respective utilities shall be observed in executing all work under this Section. All work shall be executed in such a manner as to prevent any damage to existing streets, curbs, paving, service utility lines and structures, drainage lines and structures, and adjoining property. Monuments and benchmarks shall be carefully maintained and, if disturbed or destroyed, replaced as directed.
- B. The Contractor shall assume full responsibility for damages caused by his Subcontractor's equipment and personnel to the existing grounds as well as adjoining private property. The Contractor shall obtain approval for subsurface construction from DIGSAFE (1-800-322-4844) before proceeding within the Contract limits.
- C. The work of this Section shall be performed in such a manner as to cause no interference with access by the Subcontractors or other Contractors to all portions of the site as is necessary for the normal conduct of their work.
- D. The Contractor shall take adequate precautions to protect all walks, roads, streets, curbs, pavements, trees and planting, on or off the premises, and shall repair and replace or otherwise make good, as directed by the Owner's Representative, any damage so caused.
- E. Trees not indicated for removal that are damaged during construction shall be removed by the Contractor at his expense if instructed to do so by the Landscape Architect, and the Contractor shall, at the Owner's sole discretion, either replace each such tree with a comparable specimen or pay for each damaged and removed tree based on the following schedule:
 - 1. \$1,500. per tree for 2" through 6" caliper
 - 2. \$2,000. per tree for over 6", through 12" caliper
 - 3. \$4,000. per tree for over 12", through 18" caliper
 - 4. \$5,000. per tree for over 18" caliper.

1.7 SPECIAL PROTECTION FOR MAINTAINING STREETS AND PUBLIC WAYS

- A. Do not close or obstruct streets without a permit. Do not place or store material in streets, alleyways or sidewalks.
- B. Conduct operations with minimum interference to street.
- C. Furnish, erect and maintain fences, planking, bracing, shoring, sheathing, lights, barricades, warning signs, and guards as necessary for the protection of the public, streets, sidewalks, and adjoining property.

- D. Ensure that all current accessible routes around the perimeter of the site remain ADA compliant at all times (surfacing, width of passage, and slope) and that alterations to the accessible route are clearly marked during sidewalk and street work.
- E. Completely remove all protection when the work is completed or when ordered in writing to do so by the Owner.

1.8 UTILITIES

- A. All work shall be performed in accordance with federal, state, and local codes.
- B. Discontinuance or Interruption: Before starting demolition, the Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies or corporations, and the Owner. These include gas, electricity, steam, refrigeration, low tension system, telephone, telegraph, police signal, fire alarm, water, sanitary sewer, storm drainage, and without limiting the generality of the foregoing, including any system or systems which will be affected by the work to be performed under this Contract.
- C. Protection: Preserve in operating condition any active utilities found to be traversing the project site which are to remain. Should any damage occur to a utility which is to remain as a result, in the judgment of the Owner's Representative, of this operation, the Contractor shall at his/her own expense, repair all damage to any such utility to the satisfaction of the Owner.

PART 2 - MATERIALS - NOT USED

PART 3 - EXECUTION

3.1 URBAN HISTORIC FILL AND PRIOR REMEDIATION WORK

- A. The existing soils on the site are classified as urban historic fill. While the City, acting upon the recommendation of their Licensed Site Professional consultant, has engaged in prior remediation of all soils within the upper three feet of the site's subgrade which have reportable levels of contaminants before the park construction project begins, the Landscape Contractor is hereby advised that soils below the 2' mark are not expected to be removed from the site, and some contaminants may remain at those levels. Such contaminants are not believed to present an imminent hazard, but exposure to any contaminants present should be minimized as a precaution.
- B. Per the recommendation of the City's Licensed Site Professional consultant, the City is hereby requiring workers handling soil to have 40-hour OSHA HAZWOPER (HAZardous Waste OPerations and Emergency Response standard) training. The Landscape Contractor must provide an OSHA-compliant Health and Safety Plan for approval by the City before beginning any excavation work on the site.
- C. All soils excavated from the site from depths more than 2' below the existing grades noted on the plans shall remain on the site, shall be placed below areas to be paved or covered by rubber surfacing in the final condition, and shall be thoroughly compacted, unless deemed structurally unsuitable fill. The Contractor shall be responsible for any costs of removal and disposal of soils offsite if necessary; the

Owner's expectation is that any material found to contain non-reportable but measurable levels of contaminants, which would therefore carry a cost for disposal, will be able to remain on site, located under proposed paved areas or greater than 12" below finish grade in unpaved areas.

- D. The Contractor shall not dispose off-site of any site soils without the express written approval of the City's Project Manager.

3.2 REMOVALS

- A. Tree, stump, and shrub removal: In areas where the finish condition shall be lawn or planting bed, the existing stump shall be ground and roots over 1/4 inch in diameter within 5 feet of the stump shall be removed, all to a minimum of 36 inches below new finish grade. In areas where the finish condition shall be pavement, the stump and roots shall be completely removed.
- B. All holes and trenches resulting from removals shall be backfilled as appropriate with topsoil or fill material and compacted as specified in Section 31 00 00 - Earthwork.

3.3 TEMPORARY CONSTRUCTION FENCING

- A. Six foot (minimum) high temporary chain link fence shall be installed and maintained by the contractor around the perimeter of site from the commencement of the job through substantial completion. See 01 56 00, Temporary Barriers.

3.4 DUST CONTROL

- A. Wet down thoroughly all work during excavation to prevent spread of dust; see Section 01 57 00 – Environmental Protection, for more information. Make all arrangements and pay for all water use and necessary water connections.

3.5 CLEAN-UP

- A. Remove from the project site all materials and debris resulting from the work of excavation. Storage of such materials on the project site will not be permitted. The project site shall be safe, clean and holes filled and compacted with clean fill upon completion of the excavation and site clearance work.

END OF SECTION

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SECTION 03 30 00 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions of the Contract apply to the work under this Section.
- B. The Contractor shall prior to any removal of surplus fill, excavated material, or debris from the site, furnish written evidence satisfactory to the owner or owner's representative that he has an approved dumping location for debris and/or spoil from his/her excavation activities.
- C. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.

1.2 WORK INCLUDED

- A. Provide all labor, equipment, implements and materials required to furnish, install, construct and perform Earthwork as shown on the Drawings and as specified herein.
- B. To be included:
 - 1. Concrete for concrete paving, edges, and walls, and for all footings for benches, play equipment, etc.
- C. Examine all other Sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of other trades. Cooperate with all trades and all departments of the City of Chelsea and coordinate all work under this Section therewith.
- D. The following related items are included under the Sections listed below.
 - 1. Section 31 00 00 – Earthwork
 - 2. Section 32 10 00 – Bases, Ballasts, and Paving
 - 3. Section 32 31 00 – Fencing
 - 4. Section 32 33 00 – Site Furnishings

1.3 SUBMITTALS

- A. All manufacturers' product literature.

1.4 LAWS, ORDINANCES, PERMITS AND FEES

The Contractor shall:

- A. Give necessary notices, obtain all permits and pay all governmental taxes, fees and other costs in connection with this work, file all necessary plans, prepare documents and obtain all necessary approvals.
- B. Obtain all required certificates of inspection for this work and deliver same to the Landscape Architect before request for acceptance and final payment for the work.
- C. Include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings (in addition to contract drawings and documents) in order to comply with all applicable laws, ordinances, rules and regulations of the City of

Chelsea and the Commonwealth of Massachusetts, whether or not shown on the Drawings and/or specified.

1.5 DEFINITIONS

- A. The following related items are included herein and shall mean:
 - 1. S.S.H.B. - Standard Specifications for Highways and Bridges, the Commonwealth of Massachusetts, Department of Public Works, latest edition
 - 2. A.S.T.M. - American Society for Testing and Materials
 - 3. A.A.S.H.T.O. - American Association of State Highway and Transportation Officials

1.6 SUBSURFACE INFORMATION

- A. The Owner assumes no responsibility for the Contractor's failure to make his own site investigation and makes no representation regarding the character of the soil or subsurface conditions which may be encountered during the performance of the work.

1.7 FINISHED GRADES

- A. The words "finished grades" as used herein mean the required final grade elevations indicated on the Drawings. Where not otherwise indicated, site areas shall be given uniform slopes between points, for which finished grades are shown, or between such points and existing grade except that vertical curves or roundings shall be provided at abrupt changes in slope.

1.8 GRADES AND ELEVATIONS

- A. The Drawings indicate, in general, the alignment and finished grade elevations. The Landscape Architect, however, may make such adjustments in grades and alignment as are found necessary in order to avoid interference and to adapt the grading to other special conditions encountered.

1.9 WORK IN THE PUBLIC WAYS

- A. Notify the appropriate municipal officials at least seven calendar days in advance of commencing any work in the public ways to obtain all required permission to perform this work. Perform all work in the public ways in a manner required by the municipal authorities.
- B. Should there be any conflict between requirements specified in the Contract Documents and those of the City of Chelsea, the municipal requirements shall govern.
- C. Do not close or obstruct any streets or sidewalks unless and until they have been discontinued by the appropriate municipal authority or unless and until he shall have first secured all necessary or other permits therefor. No materials whatsoever shall be placed or stored in the streets. Conduct all operations to interfere as little as possible with the use ordinarily made of roads, driveways, sidewalks, or other facilities near enough to the work to be affected thereby.

PART 2 - PRODUCTS

2.1 CAST-IN-PLACE CONCRETE

- A. Cast-in-place concrete shall be Class D, air-entrained concrete conforming to the requirements and applicable provisions of Section 701 of the S.S.H.B. Minimum 28-day compressive strength shall be 4,000 psi unless otherwise noted on the Drawings or in a related Specification section. Concrete shall be air-entrained 5% minimum with a two (2") to four (4") inch maximum slump unless otherwise noted on the Drawings or in a related Specification section.
- B. Form Materials
 - 1. Forms of Exposed Finished Concrete: Unless otherwise indicated, construct form work for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practical sizes to minimize number of joints and to conform to the joint system shown on Drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
 - 2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
 - 3. Form for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finish structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
 - 4. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- C. Reinforcing Materials
 - 1. Reinforcing Bars: ASTM A615, Grade 60.
 - 2. Welded Wire Fabric (WWF): ASTM A185, welded steel wire fabric.
 - 3. Supports for Reinforcement: Provide supports for reinforcement including bolsters, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.
- D. Cement
 - 1. Cement shall be Portland Cement Type 1, free from water-soluble salts or alkalis which will cause efflorescence on exposed surfaces. Portland Cement shall comply with Standard Specifications of the ASTM-C150 Type I or II.
 - 2. Cement shall be stored in a weather-tight structure and in such a manner as to prevent deterioration or intrusion of foreign matter. It shall be easily accessible for proper inspection and identification of each shipment. Cement that has hardened or partially set shall not be used.
- E. Aggregate
 - 1. Fine aggregate for all concrete shall consist of washed inert natural sand conforming to ASTM-C330.

F. Water

1. Water for concrete shall be clean, potable, and free from deleterious substances.
2. When subjected to the mortar strength test described in ASTM-C87 the strength at 28 days of mortar specimens made with the water under examination and normal Portland Cement shall be at least 100% of the strength of similar specimens made with distilled water.

G. Related Materials

1. Grout: Non-shrink, non-metallic grout. Provide one of the following (or approved equal):
 - a. "Five Star Grout": U.S. Grout Company.
 - b. "Masterflow 713": Master Builders.
2. Chemical Hardener (chHD-Fn): Colorless aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent, containing not less than 2 lbs. of fluosilicates per gal.
3. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
4. Moisture-Retaining Cover: One of the following, complying with ASTM C171.
 - a. Waterproof paper
 - b. Polyethylene film.
 - c. Polyethylene-coated burlap
5. Filler strips for expansion joints where used with caulking or sealants shall be cork type, non-extruding, self-expanding filler strips, AASHO M-153-111, ASTM D1752, III, as manufactured by Celotex Corporation, W.R. Meadows, Inc., W.R. Grace and Company, or equal. Where no sealant is required strips may be non-extruding bituminous type in accordance with ASTM D1751.
6. Admixtures
 - a. Admixtures causing accelerated setting of the cement in concrete shall not be used.
 - b. In general, all concrete shall not contain additives, but an admixture may be employed therein (to improve workability, durability, etc.) subject to prior test and/or approved by the Landscape Architect in writing.
 - c. Water-reducing and air-entraining agents shall be used in concrete, as required by the Landscape Architect, in strict accordance with the manufacturer's printed instructions. Agents shall be stored safe from adverse temperature in accordance with manufacturer's printed instructions. Total air entrained in freshly mixed concrete shall be 5.0% plus or minus 1.0% of volume of concrete with required strengths maintained.
 - d. Water-reducing agent: "Sonotard WR" by Sonneborn Building Products, "WRDA" by W.H. Grace Company, "Pozzolith 100" by Master Builders Company, or equal. Water reducing agent must be by same manufacturer as air-entraining agent.

- e. Air-entraining Agent: "Darex" by W.R. Grace Company, "Aerolith" by Sonneborn Building Products, "MB-VR" by Master Builders Company, "Sealtight Air Entraining Agent" by W.R. Meadows, or equal.
 - f. No other admixtures may be used without Landscape Architect's approval.
- H. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
- 1. Ramps and sloping surfaces: Not more than 3".
 - 2. Reinforcing wall systems: Not less than 1" and not more than 3".
 - 3. Other concrete: Not less than 1" and not more than 4".
- I. Curing Compounds
- 1. All curing compounds shall conform to requirements of ASTM Designation C-309, Type I, clear and C-156. No materials containing wax or saponifiable materials will be permitted.
 - 2. Curing compound in areas that will be exposed to view in the finished work, or to receive a painted finish, and areas to receive a concrete topping or ceramic tile mortar beds, seamless composition flooring, synthetic athletic surfacing, or other similar finishes, shall contain a fugitive dye, and shall be of a type that will become brittle and easily removable after about 3 weeks to allow dust-proofing treatment specified here in after.
 - 3. Curing compound shall be Master Builders "Master Seal", Symons "Cure and Seal", Sonneborn "Kure-N-Seal", "CS-309" by W.R. Meadows or equal, conforming to ASTM 309, Type 1 and 2.
- J. Proportioning and Design of Mixes
- 1. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Landscape Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Landscape Architect.
 - 2. Submit written reports to Landscape Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by the Landscape Architect.
 - 3. Adjustments to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Landscape Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Landscape Architect before using in work.
- K. Concrete Mix
- 1. Job-Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd. or fraction thereof.

2. Provide batch ticket for each batch discharged and use in work indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
3. Ready-Mix Concrete: Comply with requirements of ASTM C94, and as herein specified.
4. Delete reference for allowing additional water to be added to batch for material with insufficient slump. Addition of water to the batch will not be permitted.
5. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94 may be required.
6. When air temperature is between 85 Deg. F (30 deg. C) and 90 Deg. F (32 deg. C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 Deg. F. (32 deg. C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 CAST-IN-PLACE CONCRETE

A. Formwork

1. Forms shall conform to the lines, dimensions and shapes of concrete shown providing for openings, recesses, keys, slots, beam pockets and projections as required.
2. Make forms clean and free of foreign material before placing concrete.
3. Do not use earth cuts as forms for vertical surfaces, unless approved by the Landscape Architect.
4. Design of Formwork
 - a. Comply with ACI 301, Chapter 4, Paragraph 4.2. Formwork drawings shall bear the seal of licensed professional engineer.
 - b. Form rods and tie wires of exterior surfaces shall slope down from the inside to outside of forms.
 - c. Provide forms so that no discernible imperfection is in evidence in finished concrete surfaces due to deformation, bulging, jointing, or leakage of forms.
5. Tolerance
 - a. Comply with ACI 301, Chapter 4, Paragraph 4.3, except as otherwise noted.
6. Preparation of Form Surfaces
 - a. Comply with ACI 301, Chapter 4, Paragraph 4.4
 - b. Use non-staining mineral oil or form lacquer.

B. Reinforcement

1. General: Comply with ASI 301, Chapter 5, Paragraph 5.4.
2. Placing Tolerance: Comply with ACI 301, Chapter 5, Paragraph 5.4.

3. Placing
 - a. Comply with ACI 301, Chapter 5, Paragraph 5.5. When splices not shown on the Drawings are approved by the Landscape Architect, such splicing shall conform to ACI 318.
 - b. Place reinforcing bars having assigned positions so that distinguishing marks agree with those given on the Shop Drawings relating to or calling for bars.
 - c. Secure all reinforcing bars in place with high-density plastic supporting and spacing devices and metal tying devices. Reinforcing in concrete members that have one or more surfaces exposed, whether painted or unpainted finish, shall be tied with 14 gauge soft annealed galvanized wire. Uncoated tie wire in exposed members will not be accepted.
 4. Minimum Reinforcement: Where no other reinforcement is shown for concrete fill or toppings, provide 6x6 - W1.4XW1.4 welded wire.
- C. Mixing Concrete
1. Ready Mix Concrete
 - a. Comply with ASTM C94.
 - b. Add mixing water only at the site.
 - c. Discharge the concrete completely at the site within 1-1/2 hours after the introduction of the cement to the aggregates. In hot weather reduce this time limit so that no stiffening of the concrete shall occur until after it has been placed.
 - d. Begin the mixing operation within thirty minutes after the cement has been intermingled with the aggregates.
 2. Batch Mixing at Site
 - a. Comply with ACI 301, Chapter 7, Paragraph 7.2.
 - b. Excessive mixing requiring the addition of water to preserve the required consistency will not be permitted. Mix concrete to a consistency which can be readily placed without segregation.
 - c. Where admixtures are specified, equip mixers with a device for measuring and dispensing the admixture.
 3. Hand-Mixed Concrete: When hand-mixed concrete is allowed and approved for certain parts of the work, mix on watertight platforms. Proportion cement, sand and aggregate loose by volume, carefully measured. Thoroughly mix sand and cement together dry until the mixture is a uniform color. Add the aggregate and turn the mass over until the mixture is uniform and homogeneous. Add water by sprinkling and turn the mass over until it is uniformly mixed and of the required consistency.
- D. Joints and Embedded Items
1. Construction and Control Joints
 - a. Comply with ACI 301, Chapter 6, Paragraph 6.1.
 - b. When construction and control joints are required or permitted, obtain bond by roughening the surface of the concrete in a manner which will expose the aggregate uniformly and will not leave loosened particles of aggregate or damaged concrete at the surface. Saturate the cleaned

surface with water and slush with a coating of 1: 1-1/2 cement-sand grout. Place new concrete before grout has attained its initial set. Clean horizontal construction joints and pour the cement-sand mortar over joints in walls to a depth of 1 in. before depositing concrete. In walls, do not space construction joints more than 40 feet apart, unless otherwise shown.

2. Expansion Joints

- a. Comply with ACI 301, Chapter 6, Paragraph 6.2.b. Install joint filler to allow the required dimension for sealant, as indicated. Dimensions shown on Drawings are based on an assumed design temperature of 70 deg. F. Concreting procedures shall take into account the ambient temperature range at the time of the respective operations.
- b. Sealant to comply with Mass Highway SSHB requirements.

3. Embedded Items

- a. Comply with ACI 301, Chapter 7, Paragraph 6.4 and 6.5.
- b. Accurately set anchorage devices by line and transit, and coordinate in locating of all anchorage devices to be set for the accommodation of all work.
- c. Locate anchor bolts as shown on the Drawings and on Shop Drawings. Obtain necessary templates from manufacturers or other trades as required for the proper setting of anchor bolts and other items.
- d. Assist other trades in the installation of piping, pipe sleeves, conduit, and similar items where such items are to be installed in concrete. Provide frames to securely hold anchor bolts and anchorage devices in place during construction, and take care that no displacement occurs during the pouring of concrete. Under this Section furnish and set items using approved standard type items suitable for their intended purpose.

E. Placing Concrete

1. Preparation Before Placing: Conform to ACI 310, Chapter 8, Paragraph 8.1.
2. Conveying
 - a. Comply with ACI 301, Chapter 8, Paragraph 8.2.
 - b. Provide a spout or downpipe and elephant trunk or other appropriate method to prevent concrete from falling freely through a height greater than 3 feet.
3. Depositing: Comply with ACI 301, Chapter 8, Paragraph 8.3.

F. Curing

1. Comply with ACI 301, Chapter 12. Moist cure (continuous free water and cover with burlap) for first five (5) days after casting. Protect against temperatures under 40 deg. F. in first five days.

G. Form Removal

1. Do not remove forms until the concrete has thoroughly hardened and has attained sufficient strength to support its own weight and construction live loads to be placed thereon, without damage to the structure. In general, do not disturb forms for framing until the concrete has attained at least 40% of design strength for side forms and 80% of design strength for bottom forms.

Remove no forms for 24 hours after placing concrete. Protect concrete walks from pedestrian traffic for a period of 3 days after placing. Damp cure as per standards above. Be responsible for proper form removal and replace any work damage due to inadequate maintenance or improper or premature form removal.

2. Where use of metal form ties extending to within less than 1-1/2 in. of the face of permanently exposed concrete has been unavoidable, cut off such ties at least 1-1/2 in. deep in the concrete but not less than 72 hours after concrete has been cast. Remove forms by methods which will not spill the concrete or cause any injury whatsoever. Hammering or prying against concrete will not be permitted.

H. Patching

1. Comply with ACI 301, Chapter 9.

I. Finishing

1. General Requirements for Flatwork: Strike off top surfaces of finished fill and monolithic slabs true and level within a tolerance of 1/8 in. in 10 ft. and measured with a 10 ft. straightedge placed in any direction at any location. Set edge forms and intermediate screed strips accurately and sufficiently rigid to support screeds and so that proper surface elevations and concrete thickness are achieved allowing for dead load deflection and camber of formwork. Take measurements and control tolerances by the use of transit instrument. Upon completion of leveling, remove screed and fill spaces with concrete. Concrete shall have a medium broom finish of parallel marks. Brooming shall be at right angles to the axis of walk or as shown on the Drawings.
2. Concrete for cast-in-place wall shall have an architectural concrete finish. Top horizontal surface shall be steel trowelled smooth, top edge shall be radiused and vertical exposed surfaces shall be rubbed with a carborundum stone to provide a hand smooth surface. Finished surface to be approved by Landscape Architect.

J. Grout

1. Mix grout in accordance with the approved manufacturer's instructions to a consistency which will permit placement. Place grout so as to ensure complete bearing and elimination of air pockets.

K. Field Quality Control

1. Sampling and testing for quality control during placement of concrete may include the following, as directed by the Landscape Architect.
 - a. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94.
 - b. Slump: ASTM C143, one test for each concrete load at point of discharge; and one test for each set of compressive strength test specimens. SLUMP TESTS REQUIRED.
 - c. Air Content: ASTM C173, volumetric method for lightweight or normal weight concrete; one for each set of compressive strength test specimens.

- d. Concrete Temperature: Test hourly when air temperature is 40 deg. F (4 deg. C) and below, and when 80 deg. F (27 deg. C) and above; and each time a set of compression test specimens made.
 - e. Compression Test Specimen: ASTM C31; one set of 6 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
 - f. Compressive Strength Tests: ASTM C39; one set for each 100 cu. yds. or fraction thereof, of each concrete class placed in any one day or for each 5,000 sq. ft. of surface area placed; 1 specimen tested at 7 days, 2 specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
 - g. When total quantity of a given class of concrete is less than 50 cu. yds., strength test may be waived by Landscape Architect if, in his/her judgement, adequate evidence of satisfactory strength is provided.
 - h. When strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
 - i. Strength level of concrete will be considered satisfactory if average of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive by more than 500 psi.
- 2. Test results will be reported in writing to Landscape Architect and Contractor on same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day test.
 - 3. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Landscape Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.
- L. Protection of Concrete: Under no circumstances shall the Contractor pour and leave the fresh concrete open to vandalism, while it is setting up. Damaged concrete shall be subject to rejection by the City.

END OF SECTION

SECTION 10 14 00 PROJECT SIGNAGE

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.

1.2 SCOPE OF WORK

- A. Provide all materials, labor, mountings and incidentals for:
 - 1. One (1) temporary construction banner, 3 feet by 5 feet (3' x 5'), installed on the temporary fencing along the street side in a location directed by the Owner's Representative, and;
 - 2. Reinstallation of existing signage mounted on fencing.

PART 2 - MATERIALS

2.1 GENERAL

- A. All new signs shall be professionally lettered/printed. Wording and layout to be supplied by the Owner or as shown on the Drawings. Submit samples of colors and Shop Drawings indicating lettering and graphics layouts to Landscape Architect for approval.

2.2 TEMPORARY CONSTRUCTION SIGN

- A. Temporary Sign shall be a 3'x5' project banner and will include color renderings of the final park layout as well as the City and Funding Source seals or information, and other pertinent information to be provided by the Owner's Representative. Electronic file with sign layout to be provided to Contractor by the Landscape Architect for fabrication purposes.
- B. Sign shall be printed in full color on durable, exterior-grade vinyl with finished edges, and shall be a banner style with metal grommets at each corner for attachment.
- C. Sign shall be securely mounted to wood posts or attached to construction fencing, as directed by the Owner's Representative, in a location visible from the public right-of-way. Signs shall be securely mounted with galvanized tamperproof metal attachments and all openings shall be framed with grommets so as to be durable. All attachments and mountings shall be child safe and vandal resistant.

2.3 REATTACHMENT OF EXISTING SIGNAGE TO FENCES AND GATES

- A. All existing signage attached to fences within and around the project site shall be carefully removed with its locations noted, stored and protected during construction, and securely reattached to the new fencing and gates at locations as directed in the field by Landscape Architect and Owner with a tamperproof attachment. Mounting Height shall be determined in the field by the Landscape Architect and the Owner.

- B. Reattachment shall be by means of carriage bolts or other tamperproof bolts, through a metal (not wooden) backing plate mounted behind the fence at each pair of holes. Backing plates shall be painted or powdercoated black, and shall be free of sharp edges, burrs, or other hazards.
- C. All attachments and mountings shall be child safe and vandal resistant. Size or cut bolts so that no more than 1/4" projects beyond the rear of the nut. (All projections into the play area shall also be required to meet ASTM 1487 standards for protrusions.)
- D. Other similarly durable mounting methods will be considered if proposed by the Contractor; submit proposed attachment hardware sample for approval before ordering or fabricating.

PART 3 - EXECUTION

3.1 PLACEMENT

- A. Temporary Sign shall be installed facing the street or access point to the construction area so as to be visible and inform the general public. Where possible, the sign should be located so as not to conflict with the construction activity nor to require moving during the construction process.
- B. Permanent Sign shall be located as directed in the field by the Landscape Architect and the Owner's Representative.
- C. Contractor to touch up any scratches and all mars to surfaces and finishes.

END OF SECTION

SECTION 31 00 00 EARTHWORK

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. The Contractor shall prior to any removal of debris from the site, including surplus fills imported from off site, furnish on a form supplied by the Owner, written evidence satisfactory to the Owner that he has an approved dumping location for debris and/or spoil from his/her excavation activities. See 3.1 regarding restrictions on removal of excavated material and/or soils from the site.
- C. The Contractor shall keep all public areas clean and free of dirt and debris during the construction period.

1.2 WORK INCLUDED

- A. Provide all labor, equipment, implements and materials required to furnish, install, construct and perform Earthwork as shown on the Drawings and as specified herein.
- B. To be included:
 - 1. Excavating, filling, trenching and backfilling of all description required for the construction of pavements, safety surfaces, equipment, site improvements, filling voids left by play equipment and other removals, and all specialties. Provide all additional fill materials as required and specified herein.
 - 2. Provision of all required paperwork, certifications, and plans as called for on the Drawings relating to OSHA-Compliance and HAZWOPER certification due to the presence of urban fill soils.
 - 3. Provision of all required survey and field investigation services and equipment needed to establish accurate information about the existing grades of pavements and play equipment as directed by the Landscape Architect, in order to allow for confirmation of final site grading information.
 - 4. Pumping and/or bailing necessary to maintain excavated spaces free from water from any source whatsoever.
 - 5. Provide graded materials, as specified, for fills, base courses and backfills as required.
 - 6. Perform all compaction of fill materials as hereinafter specified.
 - 7. Obtain all required permits, licenses and approvals of appropriate municipal and utility authorities prior to commencing work of this Section 31 00 00, and pay all costs incurred therefrom.
 - 8. If subgrade is deemed unsuitable for placement of subbase material or backfill, work under this Section shall include the additional excavation of 10 cubic yards of unsuitable material beyond the line and grades as shown on drawings, and as determined by the Landscape Architect. Such removals shall be measured by a Civil Engineer or Land Surveyor employed by the Contractor and verified by the Landscape Architect.

If this work is not performed, credit to the extent of unsuitable material removal less than ten (10) cubic yards in total quantity shall be applied to the contract price at a value of \$35.00 per cubic yard. The contract price shall be reduced by the extent of the work not undertaken as called for in this Section. The contract price shall be increased, if additional work is authorized by the Landscape Architect, at a value of \$40.00 per cubic yard.

- a. The unsuitable material shall be measured in place by a Civil Engineer employed by the Contractor with quantities verified by the Landscape Architect. No unsuitable material removals shall be credited to the Contractor without prior measurements and verifications.
9. Work under this Section shall include the removal and backfill of ten (10) cubic yards total of:
- a. Ledge in mass or in trench excavations, and/or;
 - b. Boulder over one (1) cubic yard in size in trench excavations, and/or;
 - c. Solid masonry or concrete foundations other than those for features indicated for removal on the drawings.

Such removals shall be measured by a Civil Engineer or Land Surveyor employed by the Contractor and verified by the Landscape Architect. No rock/foundation removals shall be credited to the Contractor without prior measurements and verifications.

If this work is not performed, credit to the extent of ledge or boulder or concrete masonry removal less than ten (10) cubic yards in total quantity shall be applied to the contract price at a value of \$75.00 per cubic yard. The contract price shall be reduced by the extent of the work not undertaken as called for in this Section. The contract price shall be increased, if additional work is authorized by the Landscape Architect, at a value of \$90.00 per cubic yard.

- C. Examine all other Sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of other trades. Cooperate with all trades and all departments of the City and coordinate all work under this Section therewith.
- D. The following related items are included under the Sections listed below.
 1. Section 02 41 00 – Demolition and Site Preparation
 2. Section 03 30 00 – Cast-In-Place Concrete
 3. Section 32 10 00 – Bases, Ballasts, and Paving
 4. Section 32 31 00 – Fencing
 5. Section 32 90 00 – Planting

1.3 SUBMITTALS

- A. Submit certified gradation test data for borrow materials a minimum of one week prior to delivery to the site.
- B. Provide 10-pound samples of each borrow material to a soil testing facility for moisture density testing a minimum of one week prior to delivery to site.

1.4 LAWS, ORDINANCES, PERMITS AND FEES

The Contractor shall:

- A. Give necessary notices, obtain all permits and pay all governmental taxes, fees and other costs in connection with this work, file all necessary plans, prepare documents and obtain all necessary approvals.
- B. Obtain all required certificates of inspection for this work and deliver same to the Landscape Architect before request for acceptance and final payment for the work.
- C. Include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings (in addition to contract drawings and documents) in order to comply with all applicable laws, ordinances, rules and regulations of the City and the Commonwealth of Massachusetts, whether or not shown on the Drawings and/or specified.
- D. The Contractor shall provide a temporary sidewalk whenever a sidewalk is closed because of the construction. This temporary sidewalk must be at the same level as the existing closed sidewalk and it must be visually partitioned off from the street and work area. The Contractor shall so conduct his operations as to interfere as little as possible with use ordinarily made to roads, driveways, alleys, sidewalks, or other facilities near enough to the work to be affected thereby.

1.5 DEFINITIONS

- A. The following related items are included herein and shall mean:
 - 1. S.S.H.B. - Standard Specifications for Highways and Bridges, the Commonwealth of Massachusetts, Department of Public Works, latest edition
 - 2. A.S.T.M. - American Society for Testing and Materials
- B. Rock excavation shall be defined as:
 - 1. Open rock excavation shall be classified as rock 3 cubic yards in size or larger.
 - 2. Trench rock excavation shall be classified as rock 1 cubic yard or larger.
 - 3. Ledge shall be classified as solid, continuous rock mass, unable to be removed without mechanical measures, and larger than the size/location conditions stated in sub-paragraphs 1 and 2 above.

1.6 BENCHMARKS AND ENGINEERING

- A. Lines and grade work in accordance with Drawings and Specifications shall be laid out by a registered Civil Engineer or registered Surveyor employed by the Contractor. The Contractor shall establish permanent benchmarks, to which access can easily be had during the progress of the work. The Contractor shall maintain all established bounds and benchmarks and replace, as directed, any which may be disturbed or destroyed. The selection of the registered Civil Engineer or Surveyor shall be approved by the Landscape Architect.
- B. The Contractor shall submit written confirmation of dimensions and elevations on the ground and report any discrepancies immediately to the Landscape Architect. Such confirmation shall bear the Engineer's registration stamp. Any discrepancies not reported prior to construction shall not be the basis of claims for extra compensation.

- C. The General Contractor shall not commence any excavation or construction work, until the Landscape Architect's verification has been received and approved by the City.

1.7 SUBSURFACE INFORMATION

- A. The Owner assumes no responsibility for the Contractor's failure to make his own site investigation and makes no representation regarding the character of the soil or subsurface conditions which may be encountered during the performance of the work.

1.8 FINISHED GRADES

- A. The words "finished grades" as used herein mean the required final grade elevations indicated on the Drawings. Where not otherwise indicated, site areas shall be given uniform slopes between points, for which finished grades are shown, or between such points and existing grade except that vertical curves or roundings shall be provided at abrupt changes in slope.

1.9 GRADES AND ELEVATIONS

- A. The Drawings indicate, in general, the alignment and finished grade elevations. The Landscape Architect however, may make such adjustments in grades and alignment as are found necessary in order to avoid interference and to adapt the grading to other special conditions encountered.

1.10 WORK IN THE PUBLIC WAYS

- A. Notify the appropriate municipal officials at least seven calendar days in advance of commencing any work in the public ways to obtain all required permission to perform this work. Perform all work in the public ways in a manner required by the municipal authorities, as per the direction of the Owner's Representative.
- B. Should there be any conflict between requirements specified in the Contract Documents and those of the City of Chelsea, the municipal requirements shall govern.
- C. Do not close or obstruct any streets or sidewalks unless and until they have been discontinued by the appropriate municipal authority or unless and until he shall have first secured all necessary or other permits therefor. No materials whatsoever shall be placed or stored in the streets. Conduct all operations to interfere as little as possible with the use ordinarily made of roads, driveways, sidewalks, or other facilities near enough to the work to be affected thereby.

1.11 DISPOSITION OF EXISTING UTILITIES

- A. Active utilities existing on the site shall be carefully protected from damage and relocated or removed as required by the work. When an active utility line is exposed during construction, its location and elevation shall be plotted on the Record Drawings and both the Landscape Architect and the Utility Owner notified in writing.
- B. Inactive or abandoned utilities encountered during construction operations shall be removed, plugged or capped. The location of such utilities shall be noted on the Record Drawings and reported in writing to the Landscape Architect.
- C. Active utility lines damaged in the course of construction operations shall be repaired or replaced as determined by the Landscape Architect without added cost to Owner.

- D. Notify the Owner at least three (3) days in advance of the proposed time for shutting down or interrupting utilities or services which may affect operation of adjoining properties. Unless otherwise authorized by the Owner, schedule such interruptions on weekends, holidays, or before or after Owner's normal working day. In no case shall any services or utilities be interrupted prior to notification and authorization by the Owner.

1.12 PROTECTION

- A. All rules and regulations governing the respective utilities shall be observed in executing all work under this Section. All work shall be executed in such a manner as to prevent any damage to existing streets, curbs, paving, service utility lines, structures and adjoining property. Monuments and benchmarks shall be carefully maintained and, if disturbed or destroyed, replaced as directed.
- B. The Contractor shall perform the installation, maintenance and removal of all sheet piling, shoring and bracing required for the protection of all items of this Contract affected by the work of this Section.
- C. The Contractor shall furnish all facilities and materials necessary to prevent the earth at the bottom of excavation from becoming frozen or unsuitable to receive footing or other load bearing units.
- D. The work of this Section shall be performed in such a manner as to cause no interference with access by the Subcontractors or other Contractors to all portions of the site as is necessary for the normal conduct of their work.
- E. Protect all areas to remain undeveloped outside the Contract limit lines. Should these areas be damaged, the Contractor shall restore them to the satisfaction of the Landscape Architect and Owner. This includes the repairing and replacement of all damaged conditions such as plant materials and similar items.
- F. Storm drains and other drainage structure shall be protected from dirt and debris during the construction process through the use of haybales and siltation fence, as shown on the Drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 URBAN HISTORIC FILL AND PRIOR REMEDIATION WORK

- A. The existing soils on the site are classified as urban historic fill. While the City, acting upon the recommendation of their Licensed Site Professional consultant, has engaged in prior remediation of all soils within the upper three feet of the site's subgrade which have reportable levels of contaminants before the park construction project begins, the Landscape Contractor is hereby advised that soils below the 2' mark are not expected to be removed from the site, and some contaminants may remain at those levels. Such contaminants are not believed to present an imminent hazard, but exposure to any contaminants present should be minimized as a precaution.
- B. Per the recommendation of the City's Licensed Site Professional consultant, the City is hereby requiring workers handling soil to have 40-hour OSHA HAZWOPER (HAZardous Waste OPerations and Emergency Response standard) training. The

Landscape Contractor must provide an OSHA-compliant Health and Safety Plan for approval by the City before beginning any excavation work on the site.

- C. All soils excavated from the site from depths more than 2' below the existing grades noted on the plans shall remain on the site, shall be placed below areas to be paved or covered by rubber surfacing in the final condition, and shall be thoroughly compacted, unless deemed structurally unsuitable fill. The Contractor shall be responsible for any costs of removal and disposal of soils offsite if necessary; the Owner's expectation is that any material found to contain non-reportable but measurable levels of contaminants, which would therefore carry a cost for disposal, will be able to remain on site, located under proposed paved areas or greater than 12" below finish grade in unpaved areas.
- D. The Contractor shall not dispose off-site of any site soils without the express written approval of the City's Project Manager.

3.2 GRADES AND ELEVATIONS

- A. Establish the lines and grades in conformity with the Drawings. Establish and maintain suitable stakes or batters at points where spot elevations are given on the Drawings and at any other points to be graded as directed by the Landscape Architect. Maintain sufficient reference points at all times during construction to properly perform the Contract installation.
- B. All grades shown on the Drawings are relative grades indicating general intent. Final grading will be confirmed in the field after review of existing grades and proposed grade stakes.
- C. The Contractor shall provide field investigation of elevations (spot grades at indicated points, and grade stakes of planned elevations) as requested during construction so that the Landscape Architect can ensure and confirm that all planned walkways and surfaces for pedestrian travel and use are in compliance with the ADAAG and MassAAB standards regarding running slopes and cross slopes, and that all component height, access, and other requirements of the surfacing adjacent to the play equipment as installed are in compliance with the provisions of ASTM 1487 and CPSC Handbook for Public Playground Safety. All such field investigation of existing and proposed grades shall be at no additional cost to the Owner.

3.3 EXCAVATION

- A. General
 - 1. Excavate all material to the elevations, dimensions and form as shown on the Drawings and as specified for the construction of site improvements and other structures necessary for the completion of the utilities and site work. All unsuitable materials within the indicated and specified limits shall be excavated and removed at no additional cost to the Owner. Any quantities involving an extra or other adjustment of the Contract Price shall be subject to measurement verification and approval by the Landscape Architect prior to the excavation and removal of such materials. Unsuitable materials shall include the following:
 - a. Pavements, utility structures, building foundations and other man-made structures.
 - b. Peat, organic silt and other organic materials subject to decomposition, consolidation or decay.

- c. Miscellaneous fill including cinders, ash, glass, wood, metal and ledge.
 - d. Ledge, or boulders except as specified for fills herein.
2. In general, the General Contractor shall be permitted to use machine excavation except for the final six (6) inches under footing, foundations, utility lines and structure, which shall be handwork. Also, all excavation in the planting areas and areas specified for tree protection shall be hand work or by air spade.
 3. If any part of the excavation is carried through error beyond the depth and dimensions indicated on the Drawings or specified herein, or if the foundation soils are disturbed by dewatering or other construction operation, the General Contractor shall, at his own expense, refill with gravel compacted to ninety-five (95) percent of the maximum dry density at optimum moisture content or with concrete as determined by the Engineer.
 4. When excavation has reached the prescribed depth, the Landscape Architect shall be notified and will make an inspection of the condition and approve the placing of fill material.
 5. The Contractor shall obtain from the proper authorities locations of all utilities within the scope of this work so that there will be no damage done to such utilities. Neither the Owner nor the Landscape Architect will be responsible for any such damage, and the Contractor shall restore any structure or utility so damaged without additional compensation. Attention is called to that fact that there are electric lines, and other utilities in certain locations within and adjacent to the sites. Written notifications to the appropriate utility agencies shall be made at least ten (10) days prior to the commencement of any work on those utilities.
 6. Wherever culverts, sewers, drains, manholes, catch basins, catch basin connections, water mains, valve chambers, utility tunnels, gas pipes, electric and telephone conduits, house service connections of any other underground constructions are encountered in excavating for utilities or any other site work, they shall be protected and firmly supported by the Contractor, at his own expense, until the trench is backfilled and the existing structures are made secure. Injury to any such structures caused by or resulting from the Contractor's operations shall be repaired at the Contractor's expense. The authority having charge of any particular underground structure shall be notified promptly of injury to its structure. All utility lines shall be noted on the required "as-built" plan.
 7. Excess material - Suitable excavation material which is allowable for fill and backfill shall be separately stockpiled as directed by the Landscape Architect. All surplus fill other than that required to complete the intent of the Contract shall become the property of the Contractor and shall be legally disposed of off the property by the General Contractor. All excavated materials which, in the opinion of the Landscape Architect are not suitable for fill and backfill shall be removed and legally disposed of off the property.
 8. Any unsanitary conditions encountered, such as broken sewer mains or uncovered garbage, shall be corrected or removed entirely as directed by the Landscape Architect.
- B. Excavation for Site Improvements.
1. Excavate to the lines and grades shown on the Drawings and as specified to obtain the subgrades for the site improvements.

2. Existing service and utilities encountered shall be immediately repaired, protected and maintained in use until relocation of same has been completed or to be cut and capped where directed or be prepared for connection when so required.

3.4 SUBGRADE PREPARATION AND PROTECTION

A. General Requirements

1. All subgrade areas shall be made ready for fill by removal of all organic material, unsuitable soils and deleterious materials to firm natural ground as directed by the Landscape Architect.
2. Scarify, spot-fill, or otherwise treat the surface of areas to receive fill as necessary to remove holes, depressions, ruts, hummocks, or other uneven features.

B. Proof Rolling Subgrades

1. Prior to placement of fill, or bottom filter fabric where shown on drawings, proof roll natural ground by making a minimum of two passes with approved compaction equipment. Proof rolling may be waived by the Landscape Architect where excessively wet or saturated subgrade condition are encountered.

3.5 PROTECTION

- A. Protect open excavations with fencing, warning lights and other suitable safeguards. No open excavation shall be left without proper barriers and other devices necessary for public safety.
- B. Comply with local safety regulations or, in the absence thereof, with the provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.
- C. Frost Protection - Make no excavation to the full depth indicated when freezing temperature may be expected unless the footing or slabs can be poured immediately after the excavation has been completed. Protect the bottoms as excavated from frost, if placing of concrete is delayed, with straw, tarpaulins or temporary heat until footings or slabs poured and backfill is placed.
- D. Any ditching required to keep the site free from water during construction is the responsibility of the Contractor.

3.6 FILL AND COMPACTION

- A. Samples and Testing -- See Earthwork Section 2.01A (Samples and Testing).
- B. Compaction Equipment and Tests
 1. Compaction equipment, unless otherwise specified, shall consist of heavy vibratory rollers, such as a Raygo 400 or other compaction equipment approved by the Landscape Architect. Equipment shall make a minimum of four (4) passes to achieve compaction as specified; to provide an evenly dense and compacted thickness throughout. All ruts shall be filled, the surface even and compacted to the density called for. The Landscape Architect retains the right to disapprove the use of any equipment that does not meet the above Specifications or perform the work as intended. Any modifications of equipment or method must be approved by the Landscape Architect.

2. All fill material shall be compacted to at least ninety-five (95) percent of maximum density(s) determined by A.S.T.M. Test Designation D-1557, Method D or A.S.T.M. D-1556.
 3. Compaction tests shall be performed at five (5) locations as directed by the Landscape Architect. (For multiple sites, requirements are for each site.)
- C. Placing Fills and Compacting
1. Fill material shall be placed in horizontal layers not exceeding six (6) inches. Each layer shall be compacted to the percentage of maximum dry density specified for the particular type of fill and at a water content equal to optimum dry density and optimum water content shall be as specified herein.
 2. Where water content of the fill must be adjusted to meet this Specification, the fill shall be thoroughly disked to insure uniform distribution of any water added.
 3. Areas to be filled or backfilled shall be free of construction debris, refuse, compressible or decayable materials and standing water. Do not place fill when materials or layers below it are frozen.
 4. Notify the Landscape Architect when excavation is ready for inspection. Filling and backfilling shall not be started until conditions have been approved by the Landscape Architect.
 5. In confined areas adjacent to footings and foundation walls and in utility trenches, the fill shall be compacted with hand-operated vibration tampers. The maximum lift thickness shall be four (4) inches. The degree of compaction attained shall be equivalent to that attained in the adjacent open areas where heavy rolling equipment is used. Any areas that subsequently settle shall be refilled to true subgrade and properly compacted.
- D. Placing Subbase Fills
- a. Subbase fills, as specified herein above, shall be provided as subbase under all pavement unless otherwise called for, and as subbase under and/or around footings and as shown on the Drawings or specified.
 2. Place subbase in six (6) inch maximum layers; fill and compact each layer to ninety-five (95) percent maximum dry density.

3.7 GRADING

- A. Do all grading required for the work including shaping, trimming, rolling and finishing of the surface of the subgrades for all surfaces. All ruts shall be eliminated. Grading for subgrades for paved areas shall be finished at the required depth below and parallel to the proposed surface within 1/4" in 10'-0" tolerance.
- B. If, during the progress of rough grading work, any water pipe, sewer, conduit, drain, or other construction is damaged as a result of operations under this Contract, the Constructor shall repair all such damage at no additional cost to the Owner and restore work to its original condition.
- C. Do all other cutting, filling and rough grading to the lines and grades indicated on the Drawings. Grade evenly to the finished grades shown on the Drawings. No stone larger than 3" in largest dimension shall be placed in upper 6" of fill.
- D. Grading shall be brought to bottom of base course under areas to be paved.
- E. Complete grading operations after site improvements are constructed, and all materials, rubbish and debris removed from the site. Leave subgrade for planting

clean at required grades. Provide sufficient grade staking to witness correct lines and grades, as determined by the Landscape Architect.

- F. Where streets or sidewalks within or outside the limit of Contract lines have been excavated in fulfilling the work required under this Contract, the Contractor shall furnish and install all material necessary to bring finish surfaces level with the existing adjacent surfaces. All work shall be installed to match the existing conditions in accordance with the governing authority. Notify the proper authorities prior to restoring surfaces outside the limit of Contract line.

G. Tolerances

<u>Area</u>	<u>Max Grading Tolerance +/-</u>
1. Subgrade in landscaped areas	1/2" prior to placement of loam
2. Pavement areas	1/4" in 10'

END OF SECTION

SECTION 31 13 00 TREE PRUNING AND REMOVALS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. Under this Section, the Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the work in accordance with all local, state and federal regulations in force at the time of this Contract and in accordance with the various Items specified herein.
- C. The work of this Section consists of all tree pruning and removal work and related Items as specified herein and includes, but is not limited to:
 - 1. Crown Cleaning;
 - 2. Crown Raising;
 - 3. Crown Reduction;
 - 4. Crown Thinning;
 - 5. Crown Training;
 - 6. Tree Removal.
- D. All work in this section shall be performed by a Massachusetts Certified Arborist. (See 1.02, Qualification of Arborist, below.)
- E. All trees to be pruned or removed are located on the site. All trees indicated shall be inspected by the Arborist and Landscape Architect before work is to be done. In addition to trees indicated for removal on the Drawings, trees should be removed for the following reasons: dead trees, hazardous trees, or trees in serious decline, as determined by a certified Arborist. If the Arborist discovers tree(s) which have not been marked for removal and are intended for pruning, but whose condition is such that removal is warranted, whether due to death, disease, decay, damage, or structural weakness, such tree(s) shall not be pruned and the Arborist shall immediately report these findings in writing to the Owner and await the Owner's direction before proceeding with work on the particular tree(s) in question.
- F. The intent of this portion of the Contract is to identify trees that should be removed while pruning all remaining trees on the site to provide safety, protection of property, clearance of roadways, walks, buildings and luminaries, and to improve the overall structure of the trees.
- G. The Contractor is required to review and inspect the site regarding trees to be removed (as indicated on the Drawings) prior to bid proposal in order to form his/her own assumptions as to the ultimate cost of the work.

1.2 QUALIFICATION OF ARBORIST

- A. Work on this section of the Contract shall be limited to individuals, partnerships and corporations who are actively engaged in the field of Arboriculture, and who demonstrate competence, experience and financial capability to carry out the terms

of this project. Subcontractors must derive a majority of their income from arboricultural work. The Owner may require proof of these qualifications.

- B. Unless otherwise approved by the Owner, all work shall be conducted by qualified and trained personnel under the direct supervision of a Massachusetts Certified Arborist, in good standing. A Massachusetts Certified Arborist must be on site at all times during any pruning operations. The Contractor shall be required to provide proof of certification.
- C. Any subcontractor hired by the General Contractor to perform any portion of the work shall meet all qualifications herein and be acceptable to the Owner.

1.3 SPECIAL REQUIREMENTS

- A. Dutch elm disease wood (if any) shall be disposed of in accordance with provisions of General Laws, Chapter 87, Section 5, and Chapter 132, Section 8 and 11 as amended; and in accordance with any additional local regulations. Wood suspected of infestation with Asian Longhorn Beetle or Emerald Ash Borer (if any) shall be brought to the attention of the City Arborist. All wood shall be removed from the site and be properly disposed of in accordance with state and local regulations.
- B. No burning is permitted on the project site.
- C. Prior to commencing work, the Contractor shall submit a plan for legal disposal of removed materials, acceptable to the Owner.
- D. The Contractor shall be required to place door hangers at all properties that abut a tree to be serviced. The door hanger will contain information regarding the City's intention to prune the trees near their property. The Contractor shall be required to indicate the date when the trees will be serviced on the door hanger. The door hanger is to be placed 48 hours in advance of the work. Door hangers will be provided by the Owner.

1.4 STANDARDS AND DEFINITIONS

- A. Pruning and Removals shall conform to the following:
 - 1. American National Standards Institute (ANSI): Standard A300-2001 Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance
 - 2. American National Standards Institute (ANSI): Standard Z-133.1.-2001 Safety Requirements for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush
 - 3. All other applicable Occupational Safety and Health Administration (OSHA) standards, and state and local regulations.
- B. American National Standards Institute- (ANSI) is the private, non-profit organization that administers the safety and maintenance regulations for the Tree Care Industry.
- C. Crown Cleaning- The removal of dead, diseased, obstructing, split, and/or broken branches that are 2 inches in diameter or greater. Limbs that are susceptible to failure from dense or heavy foliar masses should be thinned.
- D. Crown Raising- The removal of lower tree branches to allow safe movement of vehicles and pedestrians under the canopy of the tree. Limbs above sidewalks shall be no lower than 10 feet from the ground. Limbs over the road shall be no lower than 16 feet from the ground.

- E. Crown Reduction- The technique used to reduce the overall mass of the tree by thinning out the top and sides or just removing individual limbs of the tree. Reduction pruning is commonly associated with pruning away from buildings, structures, signs, lights and other overhead obstructions.
- F. Crown Thinning- The selective removal of branches to increase light penetration and air movement. No more than 25% of the tree's living branches shall be removed.
- G. Crown Training- A pruning process that utilizes all the major pruning types to promote a strong central leader and strong scaffold branches on recently planted trees.
- H. D.B.H.- Diameter at breast height. The location on a tree 4.5 feet above ground where the diameter of the tree is measured.
- I. Massachusetts Certified Arborist- (MCA) An individual who is listed by the Massachusetts Arborist Association as a MCA who has passed a comprehensive exam and maintained their certification through the accumulation of continuing education credits.
- J. Occupational Safety & Health Administration- (OSHA) is the Federal agency responsible for insuring worker safety.
- K. Owner- the individual or designated representative responsible insuring the requirements of this Contract are adhered to.
- L. Street tree- Any tree planted and maintained with in the public right of way under the jurisdiction of the City of Boston Parks and Recreation Department.

1.5 EXAMINATION OF SITE AND DOCUMENTS

- A. The Contractor shall be responsible for having a clear understanding of the existing conditions of the site before submitting a bid for this Contract and shall be responsible for fully carrying out the work of the Contract, regardless of actual site conditions encountered.

1.6 ORDER OF WORK

- A. Before any work is started, the Contractor shall attend a conference with the Owner and the Landscape Architect. All trees to remain shall be pruned to provide safety, protection of property, clearance of roadways, walk, buildings and luminaries, and to improve the overall structure of the tree. The type of pruning to be performed includes but is not limited to crown cleaning, crown raising, crown reduction, crown thinning, and crown training. At this conference the Owner will also establish the order of precedence for carrying out the work.
- B. Based on the conference, the Contractor shall submit a schedule of work for the Owner's review and approval prior to beginning work. Any changes to this schedule must be approved by the Owner. Unless otherwise authorized by the Owner, failure of the Contractor to comply with the approved pruning and removal schedule shall be sufficient cause to give notice that the Contractor is in default of the Contract and will result in its termination. Unless otherwise authorized by the Owner, the Contractor must complete ALL pruning work within 40 business days from the notice to proceed.

1.7 CHANGES IN THE WORK

- A. The Owner reserves the rights to change, add, or delete areas or quantities to be pruned or removed as deemed to be in the City's best interest.
- B. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed by the Contractor.
- C. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the Owner. No claims for extra work or materials shall be allowed unless covered by written agreement.

1.8 PROTECTION OF VEGETATION TO BE PRESERVED

- A. The Contractor shall protect all existing trees, shrubs and lawns designated to remain for the length of the construction period. The placement of protection devices, such as snow fence enclosures, shall, however, be at the Contractor's discretion except those required by the Owner.
- B. Damage no plant to remain by burning, by pumping of water, by cutting of live roots or branches, or by any other means. No plants to be saved shall be used for crane stays, guys or their fastenings. Vehicles shall not be parked within the dripline of trees to remain, or wherever damage may result to trees to be saved. Construction material shall not be stored beneath trees to be saved.
- C. The Contractor shall be liable for any damage to any tree, shrub or lawn to remain, and shall immediately report to the Owner for appraisal of any damage and for determination of corrective treatment of compensation to the Owner.
- D. The Contractor shall compensate the Owner for damages by installing replacement tree(s) of the size and species approved by the City, and of sufficient quantity such as the sum of the DBH inches for replacement trees equals the total DBH inches of the damaged tree(s). Damaged shrubs shall be replaced with shrub(s) of the same size, species, and quantity, unless determined otherwise by the Owner.
- E. Damaged shrubs or lawns shall be restored or replaced to match existing to remain to the satisfaction of the Owner, at no cost to the Owner.
- F. See also 01 57 00, Environmental Protection, part 3.7, for further instruction on Tree Protection measures required.

PART 2 - MATERIALS

2.1 EQUIPMENT AND MATERIALS

- A. Equipment necessary for this Contract shall be properly maintained and in good operating condition to the City's satisfaction. The Contractor shall promptly remove and replace any equipment which the Owner deems to be in unsatisfactory repair or condition or otherwise unsuitable.
- B. At the discretion of the Owner, if the equipment failures, breakdowns or other related problems occur that are jeopardizing the meeting of deadlines established in the written schedule provided by the Contractor, the Contract will be terminated.
- C. Vehicles shall display prominently the Contractor's name, address, and telephone number on both doors.

- D. Aerial lift equipment shall be required for pruning and removal work unless otherwise approved by the Owner. Such equipment shall have a minimal working height of fifty-five (55) feet, and shall include an articulated upper boom, insulated lower boom, a ten to fifteen (10-15) cubic yard enclosed hydraulic dump body, pintlehook and attachments for a towed chipper, or approved equal.
- E. A chipper, meeting all OSHA requirements, shall be used which will process material up to twelve (12) inches in diameter.
- F. A crane or log loader shall be used on site to remove logs too large to be chipped.

2.2 PERSONNEL

- A. The Contractor shall submit each employee's name and title prior to the commencement of work. The Contractor shall provide a list of all Massachusetts Certified Arborists who will be working on this contract. This list shall include the names of those individuals and their certification number. The Contractor shall advise the Owner of any changes in the roster assigned to this contract.
- B. A crew shall consist of a minimum, one (1) tree trimmer/ climber, and one (1) ground person (one of which shall be a crew foreman and a Massachusetts Certified Arborist in good standing). The crew foreman shall have a minimum of five (5) years climbing and pruning experience.
- C. Each worker shall be experienced and highly qualified with necessary tree work skills to successfully complete this contract, including the ability and training to perform aerial rescue. Said skill shall also include worker safety and ability to be in compliance with current OSHA and ANSI Z-133.1 Standards.

PART 3 - EXECUTION

3.1 DESCRIPTION OF WORK

- A. Each tree to be pruned shall be serviced according to the following types of pruning, as needed: Crown Cleaning, Crown Raising, Crown Reduction, Crown Thinning and Crown Training.
- B. The Contractor shall adhere to the specifications and provide suitable facilities for inspecting the work. Failure of the Owner to immediately reject unsatisfactory work or to notify the Contractor of deviations from the Specifications shall not relieve the Contractor of responsibility to correct or remedy unsatisfactory work.
- C. The Contractor shall only work on trees designated by the Owner. No compensation will be made for work performed on any other trees.
- D. If the Contractor discovers tree(s) which have been marked for pruning, but whose condition is such that removal is warranted, whether due to death, disease, decay, or structural weakness, such tree(s) shall not be pruned and the Contractor shall report these findings to the Owner, in writing, within 24 hours, and await the Owner's direction before proceeding with work on the particular tree(s) in question.
- E. Tree removal is generally described as the removal of individual trees that have been found to be dead, hazardous, and/ or otherwise marked for removal by the Owner.

3.2 USE AND CARE OF THE SITE

- A. The Contractor shall leave the work site at the end of each working period in a condition satisfactory to the Owner.
- B. Pavements shall be swept and lawns or other surfaces raked or otherwise cleaned of all material related to the work operation. Degree of clean up required will be described by the Owner at the Pre-construction Conference and will be based upon the character of the work area.
- C. All trimmings or any other form of debris shall be collected, chipped, hauled and disposed of properly in accordance with all applicable laws at the Contractor's expense.
- D. No over night parking of equipment will be allowed.

3.3 PRUNING PROCEDURES AND QUALITY CONTROL

- A. All pruning shall be performed in manner which maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Owner.
- B. The use of climbing spurs or spiked shoes shall not be permitted for pruning trees and their use will result in immediate cancellation of the Contract. They are only permitted during tree removal operations and emergency aerial rescue operations.
- C. All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall never be made through the branch collar. Slab cuts, rip cuts and all other cuts that do not meet the most current edition of the ANSI A300 pruning standard will result in cancellation of the Contract.
- D. Luminaries and proper elevation over street and sidewalk surfaces to at least the following minimum specifications:
 - 1. Sidewalk/Paths – All branches shall be pruned to allow a minimum ten (10) foot clearance over sidewalks and paths, including proposed new paths.
 - 2. Luminaries – Any and all branches extending directly below a street light, limiting the light reaching the street or path shall be removed and all branches shall be cut back to afford a minimum four (4) foot clearance.
 - 3. House/Building – All branches shall be pruned to allow a minimum of five (5) foot clearance away from homes and buildings, or if possible ten (10) foot clearance where trees will not be severely disfigured due to crown reduction, this shall be determined by the City Arborist.
 - 4. Street/Roads – All branches shall be pruned to allow a minimum sixteen (16) foot clearance over street surface.
- E. All limbs over two inches in diameter to be removed shall be pre-cut to prevent splitting. Any branches that would injure the tree or other objects by falling shall be lowered to the ground by proper rigging and rope procedures.
- F. Remove one of two crossed or rubbing branches where practical so the removal will not leave large holes in the general outline of the tree.

- G. On trees known to be diseased, tools are to be disinfected with alcohol after each cut between trees and where there is known to be a danger of transmitting the disease on tools.
- H. Lateral branches as well as occasional water sprouts may be retained. Complete removal of secondary laterals and water sprouts resulting in the stripping of major limbs, will not be permitted.

3.4 REMOVAL PROCEDURES AND QUALITY CONTROL

- A. Trees designated to be removed shall be taken down and all leaves, branches and trunks of trees properly disposed of by chipping or removal from the premises.
- B. Trees are to be felled in such a manner that does not injure trees to be saved or endangers or harms the public and adjacent property.
- C. Removal of all parts of each tree, excluding the stump, shall be completed on the same day that the removal process is started, including the trunk (or butt) of the tree.
- D. Stump removal shall consist of grinding the stump and any roots to a depth of six inches below grade and the disposal of the wood waste. The area or tree pit is to be left at the finish grade using the specified planting mix that meets the requirements laid out in section 02900. Unless otherwise approved by the Owner, the stump must be removed within ten (10) business days from the date the above ground portion of the tree is removed.

3.5 SAFETY

- A. All equipment to be used and all work to be performed must be in full compliance with all standards as promulgated by OSHA at the time of bidding, including, but not limited to those regulations concerning noise levels, protective devices and operator safety.
- B. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall protect the public and its property from injury or damage that could be caused by the progress of the work. To this end the Contractor shall post all work areas. The Contractor must also provide police details and / or erect and maintain protective devices acceptable to the City Arborist, including but not limited to barricades, lights and warning signs.
- C. Any practice employed by the Contractor that is obviously hazardous, as determined by the City Arborist, shall be immediately discontinued.

3.6 FINAL ACCEPTANCE

- A. Upon completion of the work the Contractor shall notify the Owner in writing and request that a final inspection for acceptance be made.

END OF SECTION

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SECTION 32 10 00 BASES, BALLASTS, AND PAVING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.

1.2 WORK INCLUDED

- A. Provide all labor, equipment, implements and materials required to furnish, install, construct and perform all paving operations complete as shown on drawings and specified herein.
- B. Work includes, but is not limited to the following:
 - 1. Fill Materials;
 - 2. Concrete Paving, Pads, Mow Strips, and Curbs;
 - 3. Concrete Thickened Mow Strip / Low Wall;
 - 4. Stone Dust Surface;
 - 5. Rubber Safety Surfacing.

1.3 REFERENCES

- A. Examine all other sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of other trades. Cooperate with all trades and all departments of the City of Chelsea and coordinate all work under this Section.
- B. The following related items are included under the Sections list below:
 - 1. Section 02 41 00 – Demolition and Site Preparation
 - 2. Section 03 30 00 – Cast-In-Place Concrete
 - 3. Section 31 00 00 – Earthwork
 - 4. Section 32 31 00 – Fencing

1.4 DEFINITIONS

- A. The following related items are included herein and shall mean:
 - 1. S.S.H.B. - Standard Specifications for Highways and Bridges, the Commonwealth of Massachusetts, Department of Public Works, latest edition.
 - 2. A.S.T.M. - American Society for Testing and Materials.
 - 3. A.A.S.H.T.O. - American Association of State Highway and Transportation Officials.

1.5 JOB CONDITIONS

- A. Start of work under this Section shall constitute acceptance of the foundation conditions to which this work is to be applied. Any defects in work resulting from such conditions shall be corrected under this Section, at no extra cost to the Owner.
- B. Maintain sub-base in satisfactory condition and properly drained until surface improvement is placed.

1.6 SUBMITTALS

- A. Do not order materials or begin installation of work of this Section until Owner approval of submittals has been obtained.

1.7 PROTECTION

- A. All existing items indicated to remain on the Drawings, including but not limited to furnishings, trees, play equipment, or any installed improvements, shall be protected from any damage during paving. Any damaged materials shall be replaced at the expense of the Contractor. For tree protection fencing, see Drawings.
- B. Ensure that a safe, ADA-compliant Accessible Route in the public right-of-way remains open during all paving work, including drying and curing periods. The safe pedestrian alternate route shall be clearly marked at the public sidewalks.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

All fill used to bring site to subgrade shall be subbase fill as defined below.

- A. Samples and Testing:
 - 1. All fill material and its placement shall be subject to quality control testing. A qualified laboratory will be selected by the Owner to perform test on materials. All costs of testing will be paid for by the Contractor. Test results and laboratory recommendations shall be available to the Landscape Architect. Submit one test for each material source proposed for use.
 - 2. Provide samples of each fill material from the proposed source of supply. Allow sufficient time for testing and evaluation of results before material is needed. Submit samples from alternate source if required.
 - 3. The Landscape Architect will be sole and final judge of suitability of all material.
 - 4. The laboratory will determine maximum dry density and optimum water content in accordance with ASTM D1557, Method D and the in-place density in accordance with ASTM D1556.
 - 5. Test of material as delivered may be made from time to time. Materials in question may not be used, pending test results. Tests of compacted materials will be made regularly. Remove rejected materials and replace with new, whether in stockpiles or in place.
 - 6. Cooperate with laboratory in obtaining field samples of in-place materials after compaction. Furnish incidental field labor in connection with these tests.

B. Compacted Graded Gravel / Structural Fill

1. All new material under paving shall be compacted graded gravel; all footings and all voids left from equipment removal shall be filled with compacted graded gravel.
2. All structural fill shall meet the specifications of M1.03.1 "Processed Gravel for Subbase" in S.S.H.B. Submit sample and test results to Contracting Officer for approval.

C. Drainage Stone (3/4" Crushed Stone):

1. Drainage stone, or 3/4" crushed stone, shall be 3/4" (except where other size indicated on the Drawings) clean, angular stone of a hardness suitable for use in structural applications. Drainage Stone shall comply with M2.01.4 of SSHB.

2.2 CONCRETE PAVING, PADS, MOW STRIPS, AND CURBS

- A. Concrete Paving and Edging materials shall be in accordance with Section 03 30 00, Cast-In-Place Concrete.

2.3 POURED-IN-PLACE CONCRETE THICKENED MOW STRIP / LOW WALL

- A. Concrete for thickened mow strip / low wall shall conform to all specifications in Section 03 30 00: Cast-in-Place Concrete.

2.4 STONE DUST PAVING

- A. Stone dust to comply with SSHB standards section M2.05.0, Stone Screenings – 100% passing a #4 sieve and at least 40% passing a #8 sieve. Additionally, no more than 5% shall pass a #100 sieve, and none shall pass a #200 sieve.
- B. Color to be gray. Sample to be approved by Owner and Landscape Architect.

2.5 POURED-IN-PLACE RUBBER SAFETY SURFACING

- A. The Poured-In-Place Rubber Safety Surfacing shall be by Surface America, Inc or approved equal, and shall be composed as follows:
- B. Materials
1. Material shall have a wearing course composed of aliphatic (NON-AROMATIC), 100% solids, moisture-cured polyurethane binder and either EPDM rubber (a man-made rubber containing minimum of 30% EPDM) or TPV rubber granules, or manufactured thermoplastic virgin rubber pebbles. It shall not contain hazardous substances, such as toluene, lead, or mercury compounds or cadmium coloring pigments.
 2. Material shall also have a base course composed of MDI, 100% solids, moisture-cured Polyurethane binder and either black recycled SBR rubber fibers or recycled black ground EPDM or TPV rubber granules. It shall not contain hazardous substances, such as toluene, lead, or mercury compounds or cadmium coloring pigments.
 3. Color Blends shall be blends of three standard colors (no black) or as otherwise directed by the Landscape Architect; samples to be approved by Landscape Architect.
 4. The finished surface shall be slip-resistant; supply ASTM-E-303 slip characteristic test results.

5. Material shall be ignition-resistant; supply passing ASTM-D 2859 test results.
 6. Material in the thicknesses to be installed shall pass the required fall-height impact tests for the play equipment as installed, as detailed in ASTM 1292 and all other applicable standards; the thicknesses shown on the drawings are based on the stated manufacturer's test data at time of design and shall be reviewed at time of installation.
 7. Material shall be water-permeable, and wear and weather-resistant. Sealants shall be low odor and non-yellowing. Wearing course sealants to be **aliphatic only; no aromatic solvents**.
- C. Base Courses shall be comprised of 3/4" Dense Graded Gravel, as detailed in section 2.01, Fill Materials, above, and shown on the drawings. Base course layers shall be compacted to 95% Proctor Density.
- D. NOTE: Due to the desired density, the rubber safety surfacing shall be installed per the manufacturer's recommended depths for HARD base (NOT Aggregate base) installation.
- E. If another manufacturer is proposed, Critical Heights and required rubber surface depths MAY BE GREATER THAN those shown on the Drawings; rubber surface depth as installed shall meet all applicable critical height criteria of ASTM 1292 and all other applicable standards for the fall heights of the play equipment as installed.
1. If another manufacturer is proposed, and the required rubber surface depth for a given Critical Height from that manufacturer differs from that shown on the Drawings, the GREATER of the two depths shall be used.

PART 3 - EXECUTION

3.1 FILL MATERIALS

- A. Fill materials shall be installed in accordance with 31 00 00, Earthwork (attention is directed to 31 00 00.3.05, Fill and Compaction) and as indicated on the Drawings.

3.2 CONCRETE PAVING, PADS, MOW STRIPS, AND CURBS

- A. Concrete Work in this section shall be installed in accordance with Section 03 30 00, Cast-In-Place Concrete.
- B. Concrete Pavements, Pads, and Mow Strips shall have a light broom finish, with joints and tool patterns as specified in the Drawings. Space joints evenly along runs.
- C. Concrete Curbing and Edges shall have an architectural concrete finish, with rubbed top and exposed sides, and chamfers or bullnosing as indicated on the Drawings.

3.3 POURED-IN-PLACE CONCRETE THICKENED MOW STRIP / LOW WALL

- A. Wall to be installed plumb with ground and in accordance with the Drawings.
- B. Concrete installation shall be in accordance with 03 30 00.
- C. Top of wall shall be as shown on the grading plans and as coordinated in the field with Landscape Architect.
- D. Fence posts shall be installed as noted in 03 30 00.3.1.D.3, Embedded Items.

3.4 STONE DUST PAVING

- A. Tamp installed stone dust with a high-frequency, low-amplitude plate vibrator until the stonedust is compacted and is uniformly true to grade and free of movement. Make at least three passes at a 90-degree angle.

3.5 POURED-IN-PLACE RUBBER SAFETY SURFACING

- A. Contractor shall provide copies of testing procedures and results, performed by an independent testing source, which demonstrate compliance with the CPSC and ASTM guidelines. Per CPSC and ASTM F-1292 Critical Height testing procedures at 30, 72, and 120 degrees F, the installed surface shall pass the 200 G-max and 1000 HIC test for a height at least equal to the highest designated playable surface of equipment as installed within its zone, at installation and for the performance warranty period.
- B. When installed, the system shall be handicapped-accessible and comply with the Civil Rights Restoration Act of 1987 and the Americans with Disabilities Act of 1990 (ADA), as well as ASTM 1951 criteria.
- C. Contractor shall provide a written performance guarantee of at least seven (7) years from date of installation for HIC/GMAX compliance meeting ASTM 1292. The manufacturer shall provide a written guarantee for at least three (3) years from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Contractor shall install system so as to comply with manufacturers' warranty requirements.
- D. Installers of the rubber safety surface system shall have five years experience, minimum, and shall provide three (3) local references where installation can be inspected.
- E. Install material per manufacturer's specifications. Observe minimum temperature requirements and all other manufacturer's guidelines (such as in regards to precipitation) for placement of rubber surfaces.

3.6 GRADE STAKES

- A. Install and maintain grade stakes, as directed. All subgrades must be approved before base course construction.

3.7 FINISH GRADES

- A. The words "finish grades" as used herein mean the required final grade elevations.

END OF SECTION

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SECTION 32 31 00 FENCING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.

1.2 WORK INCLUDED

- A. Provide all labor, equipment, implements and materials required to furnish, install, construct and perform all site improvements complete as shown on the Drawings and specified herein.
- B. To be included, but not limited to the following:
 - 1. Concrete Footings and Mow Strips;
 - 2. Black Chain Link Fencing (Base Bid; some remains under Alt. 1);
 - 3. Tubular Steel Fencing and Double Gate (Alternate 1);
 - 4. Gate Hardware;
 - 5. Mounting of Artwork Panels provided by Others.

1.3 REFERENCES

- A. Examine all other Sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of other trades. Cooperate with all trades and all departments of the City and coordinate all work under this Section therewith.
- B. The following related items are included under the Sections listed below:
 - 1. Section 02 41 00 - Site Preparation and Demolition
 - 2. Section 03 30 00 - Cast In Place Concrete
 - 3. Section 05 50 00 – Metal Fabrications
 - 4. Section 31 00 00 - Earthwork - Clearing, Excavation, Filling and Grading

1.4 SUBMITTALS AND SHOP DRAWINGS

- A. Submit complete shop drawings, product literature, catalog cuts and / or samples for all items indicating material characteristics, fabrications, details of construction, connections and relationship with adjacent construction, called for on the Drawings and as specified and in accordance with applicable requirements under Division 1.
- B. Take field measurements prior to preparation of shop drawings and fabrication. Allow sufficient time for shop drawing review and approval, before fabricating or ordering.

- C. Do not order materials or begin installation of Work of this Section until Owner's / Landscape Architect's approval of submittals has been obtained. Delivered materials shall closely match approved samples.

1.5 SAMPLES

- A. Initial Selection Samples: Submit samples showing complete range of colors, textures and finishes available for each material used.
- B. Verification Samples: Submit representative samples of each material that is to be exposed in the finished work, showing the full range of color and finish variation expected.

1.6 PRODUCT LITERATURE

- A. For each product or material used, submit manufacturer's product data, including installation instructions, use, limitations and recommendations.

1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original unopened and undamaged packages and containers with labels legible and intact.
- B. Store and handle materials in accordance with manufacturer's instructions. Prevent damage and deterioration of products from the environment and construction operations.
- C. Handle in accordance with manufacturer's instructions.

1.8 JOB CONDITIONS

- A. Examine all surfaces to receive site improvements to see that they are in proper condition to receive the Work specified. Report to the Engineer in writing all unacceptable areas. All defects resulting from use of accepted surfaces shall be corrected by the appropriate Contractor at no additional expense to the Owner.
- B. Start of Work under this Section shall constitute acceptance of the site conditions to which this Work is to be applied. Site preparation shall be of proper approved quality. Any defects in Work resulting from such conditions shall be corrected under this Section, at no extra cost to the Owner.
- C. Environmental Requirements: Contractor shall not Work on or with soils when they are dry, wet, or frozen. Field Test: Form soil in palm of hand; if soil retains shape and crumbles upon touching, then it may be worked (if it will not retain its shape, it is too dry; if it does not crumble, it is too wet). Landscape Architect shall be final authority on condition of soil.

1.9 DEFINITIONS

- A. The following items are included herein and shall mean:
 - 1. A.A.S.H.T.O. - American Association of State Highway and Transportation Officials.
 - 2. S.S.H.B. - Standard Specifications for Highway and Bridges, the Commonwealth of Massachusetts, Department of Public Works, latest edition.
 - 3. A.S.T.M. - American Society for Testing and Materials. The following standard specifications are applicable to the associated items as listed.

- a. A36...Steel
 - b. A153...Zinc Coating (hot-dip) on hardware
 - c. A307...Carbon Steel bolts 66000 psi tensile
 - d. C 55...Concrete Building Brick
 - e. C 62...Building Brick (Solid Masonry Units made from Clay or Shale)
 - f. C 139...Concrete Masonry Units for Construction of Catch Basins
 - g. C 140...Sampling and Testing Concrete Masonry Units
 - h. C 270...Mortar for Unit Masonry
 - i. D 3034...Type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings
 - j. D 3212...Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
4. CPSC - Consumer Product Safety Council.
 5. ADA - Americans with Disabilities Act and its current regulations.
 6. AWS: American Welding Society
 7. SSPS: Steel Structures Painting Council

1.10 WARRANTIES

- A. Attention is directed to provisions of the CONDITIONS OF THE CONTRACT and applicable parts of Division 1 regarding guaranties and warranties.
- B. Manufacturers shall provide their standard guaranties for Work specified in the Section. However, such guaranties shall be in addition to and not in lieu of all other liabilities which manufacturers and Contractor may have by law or by other provisions of the Contract Documents.

1.11 QUALITY ASSURANCE

- A. Comply with applicable codes, ordinances and regulations. Provide products of acceptable manufacturer's which have been in satisfactory in similar service for three years. Use experienced installers.

PART 2 - PRODUCTS

2.1 CAST-IN-PLACE CONCRETE (FOOTINGS)

- A. Cast-in-place concrete for footings shall conform to all specifications in 03 30 00: Cast-in-Place Concrete.
- B. Cement for anchoring posts in concrete shall be a non-shrink, non-metallic cementitious grout suitable for exterior use, "Super Por-rok" by Hallmite, "Sika Colma-Dur" by Sika Co., "Five Star Grout" by Five Star Co., or Approved Equal.

2.2 BLACK CHAIN-LINK FENCING AND GATES

- A. Steel Framework:
 1. The steel material used to manufacture fence pipes shall be cold-formed, circular, ASTM A-120 Schedule 40 pipe, zinc-coated. All structural shapes shall be galvanized by the hot-dip process conforming to ASTM A123.

2. The manufactured framework shall be subjected to a complete thermal stratification coating process (multi-stage, high-temperature, multi-layer) including, as a minimum, a six-stage pretreatment/wash with zinc phosphate, an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish.
3. The material used for the base coat shall be a zinc-rich, gray color thermosetting epoxy; the minimum thickness of the base coat shall be two (2) mils. The material used for the finish coat shall be a thermosetting, no-mar TGIC polyester powder; the minimum thickness of the finish coat shall be two (2) mils. The stratification-coated pipe shall demonstrate the ability to endure a salt-spray resistance test in accordance with ASTM B117 without loss of adhesion for a minimum exposure time of 3500 hours. Additionally, the coated pipe shall demonstrate the ability to withstand exposure in a weather-ometer apparatus for 1000 hours without failure in accordance with ASTM D1499 and to show satisfactory adhesion when subjected to the crosshatch test, Method B, in ASTM D3359. The polyester finish coat shall not crack, blister, or split open under normal use.
4. The finish coat color for all framework shall be black.
5. Post, rail, and bracing sizes shall be as indicated in the drawings.
6. Rails to be furnished in manufacturers' standard lengths of approximately 21'-0" with outside sleeve type coupling, at least 6" long for each joint. One coupling in each five shall have an expansion spring. Provide means for attaching rail securely to each corner, pull, and end post. Rail shall form continuous brace from end to end of each run of fence.

B. Fence Fabric:

1. The material for chain link fence fabric shall be manufactured from 6 gauge steel core wire, hot-dipped galvanized to Type I, AISI Specifications, and shall be mesh of a size indicated by the drawings made from a medium high carbon quality steel wire. The tensile strength shall be 80,000 PSI unless otherwise noted. The galvanized wire shall be covered with a Class 2B, Fused-and-Bonded PVC coating to meet the requirements of ASTM F668.
2. The coating color shall match the framework (see above).
3. Selvage Edges: Top and bottom of fabric shall have knuckled selvage, both sides. The manufacturer's selvage shall be installed at the top of the fence; all field-cut selvage shall be installed at bottom.

C. Accessories: All of the following fittings and fasteners shall be manufactured of steel unless otherwise specified below, and shall all be galvanized and polyester-coated through the same process required for the framework (see above); the color shall match the framework. One sample of each proposed fitting shall be submitted to the Landscape Architect and Owner's Representative for Approval.

1. Post Tops shall be manufactured of pressed steel or malleable iron, designated as a weather-tight closure cap (for tubular posts). Provide one (1) cap for each post. Where top rail is used, provide tops to permit passage of top rail.
2. Stretcher Bars shall be one-piece lengths equal to the full height of fabric with a minimum cross-section of 3/16" by 3/4". Provide one (1) stretcher bar for each end post and two (2) for each corner and pull post. Tension bands and brace bands, if utilized, shall be 7/8" by 12 gauge, beveled, galvanized, sized to fit pipe sizes, and furnished with galvanized fasteners.

3. Stretcher Bar Bands shall be manufactured of heavy pressed steel or malleable iron of 1/8" by 3/4" minimum cross-section and be of sufficient size to secure stretcher bars to end, corner, and pull posts.
4. Rail Clamps shall be standard clamps (boulevard clamps) furnished complete with fasteners with ASTM designation A153.
5. Vandal-resistant banded fasteners or approved equal shall be used for tying fabric to posts, rails, and braces. Ties shall be vinyl coated to match fabric.
6. All gate hardware shall be industrial-grade hardware suitable for public facility use. Hinges shall be sized to adequately support gate panels with a 300-lb load applied to the end of the panel without deformation. Latches shall be lockable hasp-style latches. Drop bars (on one leaf of double gates) shall be lockable and non-removable.
7. Modifications to the above which are standard manufacturers' practice will be permitted if strength and security are maintained.

2.3 TUBULAR STEEL FENCING AND GATES (ALTERNATE 1)

- A. Fencing system shall be a prefabricated, welded rail-and-picket fence, Nominal Heights as noted on the Plans, for industrial and heavy-use sites, "Montage II Industrial Welded Ornamental Steel Fence" by Ameristar Fence Products of Tulsa, OK or Approved Equal, of the style indicated on the Drawings ("Majestic 2 Rail" or Approved Equal).
- B. Steel material for fence framework (i.e. tubular pickets, rails and posts), shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft² (276 g/m²), Coating Designation G-90.
- C. Material for pickets shall be 1" square x 14 Ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's double wall design with outside cross-section dimensions of 1.75" square and a minimum thickness of 14 Ga. Picket holes in the rail shall be spaced 4.715" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections. Fence posts and gate posts shall meet the minimum size requirements of the Drawings.
- D. Fabrication
 1. Pickets, rails and posts shall be precut to specified lengths. Rails shall be prepunched to accept pickets. Pickets shall be predrilled to accept retaining rods.
 2. Grommets shall be inserted into the prepunched holes in the rails and pickets shall be inserted through the grommets so that predrilled picket holes align with the internal upper raceway of the rails (Note: This can best be accomplished by making an alignment jig). Retaining rods shall be inserted into each rail so that they pass through the predrilled holes in each picket.
 3. The manufactured galvanized framework shall be subjected to a thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC

polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be Black. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown on the Drawings.

4. Completed sections (i.e., panels) shall be capable of supporting a 600 lb. load applied at midspan without permanent deformation. Panels shall be biasable to a 25% change in grade.
 5. NOTE: All rail brackets shall be through-bolted for additional stability, using tamperproof hardware. Rack panels as needed to follow grade.
- E. Tubular Steel Gates
1. Submit hinge and latching device for approval by Landscape Architect before ordering. Gate Hardware shall be suitable for heavy public use; see 2.4.
 2. Provide gates of the sizes indicated on the Drawings. Swing gates shall be fabricated using 1.75" x 14ga double channel rail, 1.75" sq. x 14ga. gate ends, and 1" sq. x 14ga. pickets. Gates that exceed 6' in width will have a 1.75" sq. x 14ga. intermediate upright.
 3. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.
- F. Provide field-measured Shop Drawings showing post placement and all panel lengths for approval. Cut panels as needed to divide lengths evenly.

2.4 GATE HARDWARE

- A. Submit manufacturer's product information or shop drawings for approval before ordering gate hardware.
- B. Double gate shall include a drop rod on one gate leaf; drop bar shall be lockable and non-removable with permanent-mounted in-ground sleeve set into concrete mow strip. Drop rod shall be designed so that when in open position, the rod is "hung" with sufficient clearance above grade to prevent dragging.
- C. Latches and Hinges:
1. Mounting height of all latches shall be 4'-0" min. above finished grade to comply with ASTM 2049.
 2. For Gates on Chain Link Fence:
 - a. Latches shall be a two-direction-operable, lockable, durable metal latch with minimal projections, suitable for industrial-grade use and mounting to round posts.
 - b. Hinges shall be an industrial-weight 180-degree round post hinge.
 3. For Gates on Tubular Steel Fence (Alt. 1):
 - a. Latches shall be a two-direction-operable, lockable durable metal latch with minimal projections, suitable for industrial-grade use, Omega II Standard Latch by Omega Fence Systems of Laval, QC or Approved Equal. Submit manufacturer's product information or shop drawings for approval before ordering or fabricating latches.
 - b. Hinges shall be an industrial-weight 180-degree hinge, MHH-180 Hinges by Ameristar Fence or Approved Equal.

2.5 MOUNTING OF ARTWORK PANELS (PANELS BY OTHERS)

- A. The City is separately procuring a panelized mural (expected to be composed of 1/2" or 3/4" marine-grade plywood, hardboard, or similar material fabricated in 4'x8' sections, and painted) from an Artist. (The Contractor will not be required to have any involvement in the procurement or fabrication of the mural panels.)
- B. The Contractor shall be responsible for securely attaching each panel to the indicated fencing with a tamperproof attachment, in consultation with the Artist and as directed in the field by Landscape Architect and Owner.
- C. Attachment shall be by means of carriage bolts or other tamperproof bolts, through a metal (not wooden) backing plate mounted behind the fence at each pair of holes. Backing plates shall be painted or powdercoated black, and shall be free of sharp edges, burrs, or other hazards.
- D. All attachments and mountings shall be child safe and vandal resistant. Size or cut bolts so that no more than 1/4" projects beyond the rear of the nut. (All projections into the play area shall also be required to meet ASTM 1487 standards for protrusions.)
- E. Other similarly durable mounting methods will be considered if proposed by the Contractor.
- F. Submit proposed attachment hardware sample and shop drawings recommending spacing and number of bolt holes required in mural panels for approval before ordering or fabricating attachment bars.

PART 3 - EXECUTION

3.1 CAST-IN-PLACE CONCRETE FOOTINGS (AND WALL CORING)

- A. Concrete footings shall conform to the specifications contained in 03 30 00, Cast-In-Place Concrete.
- B. Install all footings and walls plumb and true.
- C. Excavation for posts footings shall be in firm undisturbed or compacted soil. Excavate the holes to the lines and grades shown in the drawings with a 6" minimum clearance between the bottom of the hole and the bottom of the fence post in its final location. If ledge is encountered, the Contractor shall notify Landscape Architect to determine method of installation. Payment for any additional work required when installations are in ledge shall be in accordance with 31 00 00.
- D. Embedments into footings and walls shall be cast-in-place, cored and embedded, or sleeved and embedded, following all instructions in 02500.3.06.D.3, Cast-In-Place Concrete: Embedded Items. Cored or sleeved items shall be securely anchored in place with a non-shrink, non-metallic waterproof grout suitable for buried use.
 1. All corings shall be done in such manner as to avoid damage to the cast footing. Where feasible, sleeved embedments or cast-in-place embedments are preferred. All proposed corings shall be discussed with the Landscape Architect prior to casting the footings.
- E. Place concrete around posts in a continuous pour, tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operation. All posts to be plumb.

3.2 BLACK CHAIN LINK FENCING AND GATES

A. Posts:

1. Posts shall be placed straight and true. Where fence is to be installed on concrete curb, or wall, concrete is to be cored for placement of fence posts. Use non-metallic high strength, non-shrunk epoxy adhesive for anchoring; epoxy adhesive to be approved by Landscape Architect.
2. Posts shall be a maximum distance of 8'-0" on center in straight sections, and a maximum of 6'-0" on center along curves. Typical spacing shall be as indicated on the drawings.

B. Fence Erection

1. Rails: Rail shall form a continuous brace from end to end of each fence run. Couplings shall be located a maximum of 12" from line posts.
2. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
3. Fabric: Leave approximately 1-1/2" between finish grade and bottom selvage. Pull fabric taut and tie to posts and rails. Install fabric on street side of fence and anchor to framework so that fabric remains in tension after pulling force is released.
4. Selvage: Manufacturer's selvage shall be installed at the top of the fence; all cut selvage shall be located at bottom (except where needed for transition sections) and shall be knuckled.
5. Stretcher Bars: Thread through fabric and secure to posts with approved metal bands spaced not over 12" O.C.
6. Clips: Banded fasteners shall be placed 12" O.C. and securely fastened.
7. Fasteners: Install nuts for tension band and hardware bolts on side of fence opposite fabric side.

- C. See 3.5 below regarding artwork installation; along the indicated section, maintain an 8'-1"+/- clear spacing between chain link fence posts (confirmed via shop drawings) to allow for 8'-0" long mural panels to be mounted to the fence without requiring cuts.

3.3 TUBULAR STEEL FENCES & GATES (ALTERNATE 1)

- A. Preparation: All new installation shall be laid out by the contractor in accordance with the construction plans.

B. Fence Installation

1. Fence post shall be spaced according to Drawings, plus or minus 1/2". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 42". The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.
2. Installation Maintenance: When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces:
 - a. Remove all metal shavings from cut area.

- b. Apply zinc-rich primer to thoroughly cover edge and/or hole; let dry.
- c. Apply 2 coats of custom finish paint matching fence color.
- d. Failure to seal exposed surfaces per steps a-c above may negate warranty. Manufacturer's provided spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-manufacturer parts or components may negate the warranty.

C. Gate Installation

- 1. Gate posts shall be spaced according to the Drawings, dependent on out-to-out gate leaf dimensions as shown on the Drawings and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application, as amended by the Contract Documents.
- 2. Gate hardware shall be provided by the manufacturer of the gate and shall be installed per manufacturer's recommendations.

3.4 GATE HARDWARE

- A. Gate Latches shall be installed per standard industry practices, secured using full welds or (if non-weldable) THROUGH BOLTED (not clamped) with tamperproof hardware.
- B. Latches and hinges shall be installed so that gates close easily and latch securely. Minimize projections so as to prevent the likelihood of injury, and ease all edges and corners.
- C. Contractor to touch up any scratches and all mars to surfaces or finishes after installation.

3.5 MOUNTING OF ARTWORK PANELS

- A. Provide Shop Drawings indicating proposed method of hardboard panel attachment and showing overall fence length, confirming 8'-1" clear distances between posts, and indicating clear length expected for end section(s) for approval before installing fence posts, to enable the City's Artist to properly size the end mural panel(s) and confirm mounting method appropriateness.
- B. The Contractor shall handle all provided panels carefully and protect them from damage during installation and until final acceptance of the park by the City. The Landscape Architect and City will assist the Contractor and Artist in coordinating the delivery date for the finished panels based on the overall project schedule.

3.6 CLEANING

- A. Waste disposal: Comply with all regulations regarding handling, storage, and disposal of all hazardous materials and waste. Consult local agencies or disposal companies for individual instructions and requirements. Improper disposal of paint and their related materials is illegal and may result in large fines. Please comply with all regulations and minimize waste whenever possible.
- B. Perform cleaning during installation and upon completion of paving work. Remove from site all excess materials, debris, and equipment. Post Hole Excavations shall be disposed of off-site or scattered uniformly away from posts.

3.7 STANDARDS AND COMPLETION

- A. Upon completion, the contractor(s) shall remove and properly dispose of all construction debris, surplus materials, and empty containers, and leave the site in a condition acceptable to the Owner.

END OF SECTION

SECTION 32 33 00 SITE FURNISHINGS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.
 - 1. The City and the Landscape Architect, after a reasonable investigation, have not identified three manufacturers that can meet the following specifications for Solar-Powered Trash Compactors, because of the natures of the respective fields of manufacturers, or for Metal Ribbon Benches, due to the compatibility requirements of a distributed City-wide public street-furniture palette. Therefore, for sound reasons in the public interest (which, per MGL c. 30 s. 39M, part b, will be provided to prospective bidders in writing upon formal request) the following Basis of Design specifications are being used for items 2.01 and 2.02 below.
 - 2. Alternate manufacturers for items noted in 1.01.B.1 will be considered, per MGL c.30 s.39M part b criteria 1, provided that they substantially conform (even with deviations), in the sole judgment of the Owner and the Landscape Architect, to the specifications.
 - 3. Proposed alternate manufacturers of items noted in 1.01.B.1 should be submitted for consideration regarding conformance to the specifications at least one week prior to bid submission. Alternative manufacturers, if submitted later than one week prior to bid submission and found, in the judgment of the Landscape Architect and the City, not to be in substantial compliance with the specifications, shall not be considered as grounds for an amendment to the Contract Price due to price differences.

1.2 WORK INCLUDED

- A. Provide all labor, equipment, implements and materials required to furnish, install, construct and perform all site improvements complete as shown on the Drawings and specified herein.
- B. To be included, but not limited to the following:
 - 1. 6' Straight Metal Benches with Center Arms;
 - 2. Solar-Powered Trash Compactor;
 - 3. Relocation of Indicated Play Equipment Items;
 - 4. Cast-In-Place Concrete Footings as required.

1.3 REFERENCES

- A. Examine all other Sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of other trades. Cooperate with all trades and all departments of the City and coordinate all work under this Section therewith.

B. The following related items are included under the Sections listed below:

1. Section 03 30 00 – Cast-In-Place Concrete
2. Section 31 00 00 – Earthwork
3. Section 32 10 00 – Bases, Ballasts, and Paving

1.4 SUBMITTALS

A. Shop Drawings and Samples

1. Provide complete Shop Drawings and/or samples and catalog cuts for all items called for on the Drawings and as specified and in accordance with applicable requirements under Division 1.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original unopened and undamaged packages with labels legible and intact.
- B. Store materials in unopened packages in a manner to prevent damage from the environment and construction operations.
- C. Handle in accordance with manufacturer's instructions.
- D. The Contractor shall be solely responsible for all materials stored on the site once delivered. Any materials left unsecured at the job site shall be solely at the contractor's own risk.

1.6 DEFINITIONS

A. The following items are included herein and shall mean:

1. S.S.H.B. - Standard Specifications for Highway and Bridges, the Commonwealth of Massachusetts, Department of Public Works, latest edition.
2. A.S.T.M. - American Society for Testing and Materials. The following standard specifications are applicable to the associated items as listed.
 - a. A36...Steel
 - b. A153...Zinc Coating (hot-dip) on hardware
 - c. A307...Carbon Steel bolts 66000 psi tensile
3. CPSC - Consumer Product Safety Council.
4. ADA - Americans with Disabilities Act and its current regulations.
5. AWS: American Welding Society
6. SSPS: Steel Structures Painting Council

1.7 MAINTENANCE KIT

- A. At the completion of construction, the Contractor shall provide to the City Department of Public Works, Parks Maintenance Division, a Maintenance Kit containing all touch-up paint, maintenance instructions, spare parts, and other maintenance materials provided by the manufacturers of all improvements.
- B. The Maintenance Kit shall be delivered in a single container clearly labeled with the Park Name, and each item shall be identified as to the source.

PART 2 - PRODUCT

2.1 6' STRAIGHT METAL BENCHES WITH CENTER ARM

- A. Benches shall be by DuMor, Inc., Mifflintown, PA, (ph. 1.800.598.4018), model number 93-60-3AR (6' Straight, Surface Mounted), or Approved Equals conforming to the drawings. Provide shop drawings and/or manufacturer's cutsheets.
- B. All hardware to be supplied by manufacturer and shall be tamper-resistant and stainless steel.
- C. Contractor shall touch up any scratches or other mars to surfaces and finishes.

2.2 SOLAR-POWERED TRASH COMPACTOR

- A. Trash receptacle shall be BigBelly Solar Trash Compactor or Approved Equal. Provide shop drawings and/or manufacturer's cut sheets.
- B. All hardware to be supplied by manufacturer and shall be tamper-resistant.
- C. Anchor Bolt to concrete pad. See manufacturer's instructions.
- D. Colors for plastic panels and for polyester powdercoat to be selected by Landscape Architect and City of Chelsea, from full range of manufacturer's color options.

2.3 RELOCATION OF INDICATED PLAY EQUIPMENT ITEMS

- A. The existing "Playdozer" climber and Freestanding Musical Panels (both manufactured by PlayWorld Systems) shall be carefully removed from their current locations, refurbished as noted below to repair any damaged components, and installed in the new locations indicated on the Drawings.
 - 1. Replacements shall include all parts which are broken or pose a safety hazard according to the standards in ASTM 1487 and the CPSC Handbook for Public Playground Safety. The Contractor shall perform his own examination of the structures prior to relocation
 - 2. Submit manufacturer's information for all replacement parts.
- B. Painting:
 - 1. All metal components which are rusting, have damaged paint, or are damaged in the removal and reinstallation process, shall have the damaged/rusting areas cleaned to bare white metal and repainted using a galvanizing primer and a two-coat finish epoxy system to match the original finish; provide proposed paint system to Landscape Architect for review and color selection.
- C. New Concrete Footings, sized per the manufacturer's installation instructions, shall be poured for each post assembly in accordance with 03 30 00, Cast-in-Place Concrete.
 - 1. If feasible (as proposed by the Contractor and accepted by the Landscape Architect), the existing footings for the large PlayDozer unit may be left intact and soundly re-set, stabilized, and backfilled in the new location.
 - 2. The Freestanding Musical Panels shall receive new concrete footings; the old concrete shall be removed from the post footers. Avoid damage to posts.

2.4 CAST-IN-PLACE CONCRETE (FOOTINGS)

- A. Cast-in-place concrete for footings shall conform to all specifications in 03 30 00 2.01: Cast-in-Place Concrete.

PART 3 - EXECUTION

3.1 6' STRAIGHT METAL BENCHES WITH CENTER ARMS

- A. To be installed per Drawings and manufacturer's instructions. All benches shall be installed level.
- B. Anchor bolts shall be set in concrete with non-shrink waterproof grout; if bolts are attached to benches before grouting, care shall be taken to protect all bench surfaces from grout.
- C. Contractor to touch up any scratches and all mars to surfaces and finishes.

3.2 SOLAR-POWERED TRASH COMPACTOR

- A. To be installed per Drawings and manufacturer's instructions. Shim as needed so receptacle is plumb and level.
- B. Contractor to touch up any scratches and all mars to surfaces and finishes.

3.3 RELOCATION OF INDICATED PLAY EQUIPMENT ITEMS

- A. All removed materials shall be reinstalled per original manufacturer's instructions and as shown on the Drawings. Footings shall be cast in accordance with 03 30 00. Contractor to touch up any scratches and all mars to surfaces and finishes.
- B. All relocated items shall be placed in compliance with all applicable provisions of ASTM 1487 and the CPSC Handbook for Public Playground Safety regarding play equipment minimum use zones, slide exit zones, and other spatial and dimensional requirements, as indicated on the Drawings and as directed in the field by the Landscape Architect. Review proposed locations and finished grades before relocating items.
- C. All replacement parts (if needed) shall be installed per manufacturers' directions, and in compliance with all applicable standards.
 - 1. Avoid damage to all components which are not replaced.
 - 2. All rust or damaged paint shall be removed to bare white metal, and all exposed spots shall be primed and repainted with the paint system specified above. All new or replacement elements necessary for complete refurbishment shall be primed and painted on all surfaces with the paint system specified below and touched up on site after reinstallation.
 - 3. The finished painted surface shall be free of foreign materials, and shall be a smooth even surface without visible brush marks. Finish shall be subject to the approval of the Landscape Architect and Owner.
- D. A Certified Playground Safety Inspector shall inspect and approve the completed refurbishment and reinstallation. The play equipment will not be accepted by the Landscape Architect or the Owner until they are satisfied with the installation of all new elements, the placement of relocated elements, and the repairs to existing elements. No additional compensation will be given for any necessary corrective work required to attain CPSI approval.

3.4 CLEANING

- A. Waste disposal: Comply with all regulations regarding handling, storage, and disposal of all hazardous materials and waste. Consult local agencies or disposal companies for individual instructions and requirements. Improper disposal of paint and their related materials is illegal and may result in large fines. Please comply with all regulations and minimize waste whenever possible.
- B. Perform cleaning during installation and upon completion of paving work. Remove from site all excess materials, debris, and equipment.

3.5 STANDARDS AND COMPLETION

- A. Upon completion, the contractor(s) shall remove and properly dispose of all construction debris, surplus materials, and empty containers, and leave the site in a condition acceptable to the Owner.

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SECTION 32 90 00 PLANTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The conditions and general requirements of the Contract, Division 0 and applicable parts of Division 1, apply to the work under this Section.
- B. All references to products by manufacturer, trade name or performance Specifications bearing the connotation "or Approved Equal" shall be as determined by the Landscape Architect and the City, per MGL c. 30 s. 39M, part b, criteria 1.
- C. Contractor shall comply with all laws, regulations, and quarantines for agricultural and horticultural products.

1.2 WORK INCLUDED

- A. The work of this Section consists of the provision of all materials, labor, equipment and the like for the complete execution of all lawn establishment by sodding and related items as indicated on the Drawings and/or as specified herein.
- B. Work includes but is not limited to the following:
 - 1. Topsoil (loam borrow), fine grading and loaming;
 - 2. Plant Materials;
 - 3. Soil additives;
 - 4. Mulch;
 - 5. Maintenance, watering, and protection of plantings until final acceptance.

1.3 SPECIAL CONDITIONS

- A. No burning will be permitted on the project site.
- B. Prior to commencing work, the Contractor shall submit a plan for legal disposal of removed materials, acceptable to the Owner.

1.4 REFERENCES

- A. Examine all other Sections of the Specifications and all Drawings for the relationship of the work under this Section and the work of other trades. Cooperate with all other trades and all departments of the City and coordinate all work under this Section therewith.
- B. Related items include but are not limited to work under the Sections listed below:
 - 1. Section 02 41 00 – Demolition and Site Preparation
 - 2. Section 31 00 00 – Earthwork
 - 3. Section 31 13 00 – Tree Pruning, Removal, and Transplanting

1.5 SUBMITTALS

- A. Prior to ordering the below listed materials, submit representative samples to Landscape Architect for selection and approval, in accordance with requirements of General Condition and special provisions as follows. Do not order material until

Landscape Architect's approval has been obtained. Delivered materials shall closely match the approved samples.

1. Topsoil: The Contractor shall provide a one (1) cubic foot representative sample from each proposed source for testing and approval as directed by the Landscape Architect. The Contractor shall deliver samples to testing laboratory prior to any loaming and shall have the testing report sent directly to the Landscape Architect, and pay all costs.
 - a. Mechanical and chemical (pH soluble salts) analysis shall be by public extension service agency or a certified private testing laboratory in accordance with the current standards of the Association of Official Agricultural Chemists.
 - b. Report shall be submitted at least one (1) month before any loaming is to be done. Soil tests shall be for Nitrate Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Aluminum, Soluble Salts, and Lead, and show acidity and USDA classification of the soil.
2. Submit material specifications and installation instructions where applicable attesting that soil additives meet the requirements specified.

1.6 DEFINITIONS

- A. The following related items are included herein and shall mean:
 1. S.S.H.B.: The Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, latest edition
 2. A.O.A.C.: Association of Official Agricultural Chemists
 3. A.A.N.: American Association of Nurserymen

1.7 PRODUCT DELIVERY AND HANDLING

- A. All topsoil, whether from stockpiles on site or loam borrow, shall be stored in piles not to exceed six feet in height, and shall not be handled when frozen or not in a friable condition.

1.8 CERTIFICATION OF ACCEPTANCE AND GUARANTEE

- A. The Contractor shall be responsible for maintenance until the LATER of: the acceptance of the project as substantially complete, or 90 days after installation. After the minimum ninety (90) day maintenance period and substantial completion of the project, the Contractor shall request of the Landscape Architect, in writing, an inspection to determine whether the lawns and plantings are acceptable. If the plant material and workmanship are acceptable, written notice will be given by the Landscape Architect to the Contractor stating that the guarantee period begins from the date of the Certificate of Acceptance. Acceptance shall be given only for the entire lawn area covered by the Contract, and for all plantings.
- B. All new trees shall be guaranteed for a period of two calendar years after inspection and acceptance and shall be alive and in satisfactory growth at the end of the guarantee period.
- C. At the end of the guarantee period, inspection will be made again. Any planting covered under this contract that is dead or unsatisfactory shall be replaced according to the planting seasons called for herein, until the planting lives through one guarantee period. A final inspection for acceptance will be made after the

replacement plantings have lived through one guarantee period. Contractor shall test soil and add fertilizer and lime as needed in the fall after installation.

- D. All replacements shall be the same species and cultivar as originally installed and accepted. The cost shall be borne by the Contractor.

1.9 SITE CONDITIONS

- A. All areas to be planted shall be inspected by the Contractor before starting work and any defects such as incorrect grading, etc., shall be reported to the Landscape Architect prior to beginning this work. The commencement of work by the Contractor shall indicate his acceptance of the areas to be planted and he shall assume full responsibility.
- B. Environmental Requirements: Contractor shall not work on or with soils when they are dry, wet, or frozen. Field Test: Form soil in palm of hand; if soil retains shape and crumbles upon touching, then it may be worked (if it will not retain its shape, it is too dry; if it does not crumble, it is too wet). Landscape Architect shall be final authority on condition of soil.

1.10 PROTECTION

- A. The Contractor shall be liable for any damage to property caused by the work, and all areas disturbed shall be returned to their original condition to the satisfaction of the Landscape Architect. During all work of this section, the Contractor shall protect all site improvements from contact with agricultural chemicals, soil amendments, and fertilizers.
- B. The Contractor shall provide all erosion, sedimentation, and environmental controls necessitated by site and governing codes.
- C. Damage no plant to remain by burning, by pumping of water, by cutting of live roots or branches, or by any other means. No plant to be saved shall be used for crane stays, guys, or their fastenings. Vehicles shall not be parked within the dripline of trees to remain, or wherever damage may result to trees to be saved. Construction material shall not be stored beneath trees to be saved. See Drawings for Tree Protection.

PART 2 - PRODUCTS

2.1 TOPSOIL/LOAM

- A. Loam shall be a "fine sandy loam" or a "sandy loam" determined by mechanical analysis and based on the USDA classification system. It shall be of uniform composition, without admixture of subsoil. It shall be free of stones greater than one inch, lumps, plants and their roots, debris and other extraneous matter over one inch in diameter or excess of smaller pieces of the same materials as determined by the Landscape Architect. It shall not contain toxic substances harmful to plant growth. Loam shall contain not less than 4% nor more than 10% organic matter as determined by the loss on ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 F, plus or minus 9.
- B. Loam shall have an acidity range of pH 5.6 to pH 6.5.
- C. The amount of either sulfur or limestone required to adjust the planting loam to the proper pH range (above) shall be determined by the Landscape Architect on the basis of soil tests as specified herein.

- D. Soil tests for this area shall be through the University of Massachusetts Amherst Cooperative Extension Soil Testing Laboratory, with recommendations for both Grasses/Lawns and Trees/Shrubs, or Approved Equal testing service (submit proposed alternative before testing).

2.2 PLANT MATERIALS

- A. The Contractor shall furnish and plant all plants shown on the Drawings, as specified, and in quantities listed on the Plant List. No substitutions will be permitted. All plants shall be nursery-grown unless specifically authorized to be collected.
- B. Plants shall be in accordance with the USA Standard for Nursery Stock of the American Association of Nurserymen, latest edition.
- C. All plants shall be typical of their species or variety and shall have a normal habit of growth and be legibly tagged with the proper name. Only plant stock grown within the hardiness Zones 1 through 6, as established by the United States Department of Agriculture, will be accepted. The Contractor's suppliers must certify in writing that the stock has actually been grown under Zone 6 or hardier conditions for a minimum of 2 years. Plants not so certified will not be accepted.
- D. The root system of each shall be well provided with fibrous roots. All parts shall be moist and show active green cambium when cut. They shall be sound, healthy, and vigorous, well-branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae.
- E. All plants must be moved with the root systems as solid units with balls of earth firmly wrapped with untreated eight (8) ounce burlap, firmly held in place by a stout cord or wire. The diameter and depth of the balls of earth must be sufficient to encompass the fibrous and root feeding system necessary for the healthy development of the plant. No plant shall be accepted when the ball of earth surrounding its roots has been badly cracked or broken preparatory to or during the process of planting or after the burlap, staves, ropes or platform required in connection with its transplanting have been removed. The plants and balls shall remain intact during all operations. All plants that cannot be planted at once must be heeled in by setting in the ground and covering the balls with soil and then watering them.
- F. The caliper of the trees shall be not less than the minimum size designated. Take caliper measurement six inches (6") above ground level up to and including four (4") caliper size and twelve inches (12") above ground for larger sizes. The trunk of each tree shall be a single trunk growing from a single unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sunscald, frost cracks, or wounds resulting from abrasions, fire or other causes. No pruning wounds shall be present having a diameter exceeding two inches (2") and such wounds must show vigorous bark on all edges. Plants shall not be pruned prior to delivery.
- G. Plants delivered by truck and plants requiring storage on site shall be properly wrapped and covered to prevent wind-drying and desiccation of branches, leaves or buds; plant balls should be firmly bound, unbroken, reasonably moist to indicate watering prior to delivery and during storage and tree trunks should be free from fresh scars and damage in handling. No trees with double-leaders or twin-heads shall be acceptable without the written approval of the Landscape Architect. The Contractor shall reject such plants at time of delivery by the nursery/supplier unless such plants were selected by the Landscape Architect as indicated by tags and seals. No plant material from cold storage will be accepted.

2.3 SOIL ADDITIVES

- A. Commercial fertilizer, manufactured compost, peat, humus or other additives shall be used to counteract soil deficiencies as recommended by the soil analysis and as directed by the Landscape Architect.
1. Commercial fertilizer shall be a product complying with the State and United States Fertilizer Laws. Deliver to the site in the original unopened containers that shall bear the manufacturer's Certificate of Compliance covering analysis which shall be furnished to the Landscape Architect. At least 50% by weight of the Nitrogen content shall be derived from organic materials. Fertilizer shall contain not less than the percentages of weight of ingredients as follows or as recommended by the soil analysis:

	Nitrogen	Phosphorus	Potash
First application	18%	21%	12%
Second application	5%	10%	5%
 2. Fertilizer plan, including schedule and specific mix, must be submitted and approved by the Landscape Architect and the Owner's Representative.
- B. Ground dolomite limestone shall be an approved agricultural limestone containing not less than 85% of total calcium or magnesium carbonates. Limestone shall be ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.
- C. Humus shall be natural humus, reed peat or sedge peat. It shall be free from excessive amounts of zinc, low in wood content, free from hard lumps and in a shredded or granular form. According to the methods of testing of A.O.A.C., latest edition, the acidity range shall be approximately 5.5 pH to 7.6 pH and the organic matter shall be not less than 85% as determined by loss on ignition. The minimum water absorbing ability shall be 200% by weight on an oven-dry basis.
- D. Peat moss shall be composed of the partly decomposed stems and leaves of any or several species of sphagnum moss. It shall be free from wood, decomposed colloidal residue and other foreign matter. It shall have an acidity range of 3.5 pH to 5.5 pH as determined in accordance with the methods of testing of A.O.A.C., latest edition. Its water absorbing ability shall be a minimum of 1,100% by weight on an oven-dry basis. Manufactured Compost of comparable qualities will be accepted in lieu of peat moss.
- E. Superphosphate: Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 18% available phosphoric acid.

2.4 BARK MULCH

- A. Mulch shall be pine bark aged a minimum of six (6) months. The mulch shall be dark brown in color, free of chunks and pieces of wood thicker than one-quarter inch (1/4"). Mulch must be free of stringy material over three inches (3") in length and shall not contain, in the judgment of the Landscape Architect, an excess of fine particles. Mulch shall be 98% organic matter with the pH range of 3.5 to 4.5. Moisture content of packaged material shall not exceed 35%. Submit sample for the Landscape Architect's approval.
- B.

2.5 INSECTICIDE

- A. No insecticide shall be used except as specifically approved in writing by the Landscape Architect and the Owner's Representative.

2.6 WATER

- A. The Contractor shall be responsible to furnish his/her own supply of water to the site at no extra cost.
- B. All work injured or damaged due to the lack of water, or the use of too much water, shall be the Contractor's responsibility to correct. Water shall be free from impurities injurious to vegetation.
- C. All new or transplanted trees shall be furnished with a Portable Drip Irrigation System (PDIS) water bag, "Gator Bags" or Approved Equal. PDIS water bags shall be UV-treated, reinforced polyethylene bags with a nylon toothed zipper extending from top to bottom of bag, capable of holding a minimum of 20 gallons of water, constructed so that they can be attached to the trees, which provide water from a minimum of three drip points.

PART 3 - EXECUTION

3.1 FINE GRADING AND LOAM

- A. After the areas to be loamed have been brought to subgrade, and immediately prior to dumping and spreading the loam, the subgrade shall be loosened by disking or rototilling to a depth of at least three inches (3") to permit bonding of the loam to the subsoil. Remove all stones greater than two inches (2") and all debris or rubbish. Such material shall be removed from the site.
- B. Loam shall be placed and spread over approved areas to a depth sufficiently greater than six inches (6") so that after natural settlement and light rolling, the completed work will conform to the lines, grading and elevations indicated. Supply additional loam, after testing and approval, as may be needed to give the specified depths and finished grades under the contract without additional cost to the Owner.
- C. No subsoil or loam shall be handled in any way if it is in a wet, dry, or frozen condition.
- D. Sufficient grade stakes shall be set for checking the finished grades. Grades shall be established which are accurate to one-tenth (1/10th) of a foot either way. Connect contours and spot elevations with an even slope.
- E. After lime, fertilizer, and humus if required have been spread and incorporated into the bed, it shall be carefully prepared by scarifying or harrowing and hand raking. All large stiff clods, lumps, brush, roots, stumps, litter and other foreign matter, and stones over one inch (1") in diameter shall be removed from the loam. Loam shall also be free of smaller stones in excessive quantities as determined by the Landscape Architect.
- F. The whole surface shall then be rolled with a hand roller weighing not more than 100 lbs. per foot of width. During the rolling, all depressions caused by settlement or rolling shall be filled with additional loam and the surface shall be regraded and rolled until presenting a smooth and even finish to the required grade. The finish grades shall be inspected by the Landscape Architect for approval before final acceptance.

3.2 PLANTING

- A. Furnishing and planting of any plant material includes the digging of the holes, provision of soil additives and loam, furnishing the plants of specified size with roots in the specified manner, the labor of planting and mulching and guying and staking where called for.
- B. Season for Planting
 - 1. Spring:
 - a. Deciduous materials March 21 through May 15
 - b. Evergreen materials April 15 through June 1
 - 2. Fall:
 - a. Deciduous materials October 1 through December 1
 - b. Evergreen materials August 15 through October 15
- C. Planting
 - 1. Location for all plants and outlines for planting areas shall be staked on the ground by the Contractor for approval by the Landscape Architect before any plant pits or plant beds are dug.
 - 2. At least fifteen (15) days prior to the expected planting date, the Contractor shall request that the Landscape Architect provide a representative to select and tag stock to be planted under this Section. The Contractor shall provide for the transportation and overnight accommodations, if necessary, for the Landscape Architect's representative during the period of time required to select and tag the plant material, at no extra cost to the Owner.
 - 3. Plants shall be selected by the Landscape Architect at the place of growth for conformity to specification requirements as to quality, size, and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work. Cost of replacement shall be borne by the Contractor.
 - 4. Plant pits shall be circular pits with sloping sides, except for plants specifically indicated to be planted in beds. Holes for trees and shrubs shall be at least two feet (2') greater in diameter than the ball, and shall be at least three (3) times the diameter of the ball for trees where space allows, and shall be of a depth that maintains the plant's prior relation to finish grade. Bottom of pit shall be flat or deepest at the perimeter. If pit is dug deeper than required to maintain plant's relation to finish grade, then soil replaced under rootball shall be compacted to prevent subsequent settling of tree or shrub. If soil at bottom of pit is impermeable or poorly drained, pit shall be dug one extra foot, backfilled with planting soil mix, and compacted before installing plant.
 - 5. After excavation, fill pit twice successively with water. If water does not drain out of pit at a minimum of two inches per hour, provisions for drainage must be made. Contractor shall document drainage test results for review by Landscape Architect.
 - 6. Topsoil, organic material and fertilizer mix for planting soil mix shall be thoroughly premixed in the proportions of one (1) part of organic material with four (4) parts of topsoil together with fertilizer at the rate determined by soil test. The organic material to be added shall be as directed by the Landscape Architect. One part of existing soil shall be mixed with two parts of planting

- soil mix for use in backfilling around rootball. Maintain at all times during the planting operations one or more stockpiles of approved planting soil mix.
7. Install slow release fertilizer packets per manufacturers' directions with each newly planted tree.
 8. All plant roots and earth balls must be damp and thoroughly protected from sun and wind from the beginning of the digging operation, during transportation and on the ground until the final planting. The plants shall be planted in the center of the holes and at the same depth as they previously grew (see a. below). Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structures. Remove burlap, rope, wires, etc., from the sides and tops of root balls. Do not pull burlap out from under root balls. Any girdling roots or badly damaged roots must be cleanly pruned off. Planting soil mix shall be backfilled in layers of not more than six inches (6") and each layer watered sufficiently to settle before the next layer is put in place. Enough planting soil mix shall be used to bring the surface to finish grade when settled. A saucer shall be formed around each plant at a depth of six inches (6") for trees.
 - a. The Root Flare of each plant shall be located at the finish grade and visible. All planting depths shall be inspected by the Landscape Architect and the Owner's Representative, and if not at the proper depth shall be corrected at the Contractor's expense.
- D. All plants shall be flooded with water twice within the first 24 hours of the time of planting and all plants during the maintenance period shall be watered at least twice each week. At each watering the soil around each plant shall be thoroughly saturated. If sufficient moisture is retained in the soil, as determined by the Landscape Architect, the required watering may be reduced. Trees will require a minimum of ten (10) gallons of water each.
 - E. Mulch material shall be placed over entire saucer areas of individual trees and over the entire area of planting beds to a depth of three inches (3") after settlement, not later than one (1) week after planting. No mulch shall be applied prior to the first watering of plant materials. Mulch shall be pulled back two inches (2") from tree trunks.
 - F. Portable Drip Irrigation System watering bags shall be installed as directed by the bag manufacturer, and shall be kept filled as necessary to maintain optimum health.
 - G. Antidesiccant shall be applied to all plants before digging at the nursery and/or as directed by the Landscape Architect once the plants have been delivered to the site. Additionally, Antidesiccant shall be applied to all evergreen plants in the late fall as directed by the Landscape Architect.
 - H. If planting is done after adjacent surface installation proper protection of surfaces shall be provided and any damage resulting from planting operations shall be repaired immediately at no cost to the Owner.
 - I. In the event that rock or underground construction work or obstructions are encountered in any plant pit or bed excavation work to be done under this Contract, alternate locations may be selected by the Landscape Architect.
 - J. Absolutely no debris may be left on the site. Excavated material shall be removed as directed by the Landscape Architect. Repair any damage to site or structures to restore them to their original condition as directed by the Landscape Architect, at no cost to the Owner.

3.3 SOIL ADDITIVES

- A. Follow all recommendations for soil additives as determined by an approved Soil Testing Laboratory, and all manufacturers' instructions pertaining to additives.

3.4 BARK MULCH

- A. Contractor shall install approved bark mulch material to the limits and depths shown on the Drawings and specified herein.

3.5 MAINTENANCE AND PROTECTION OF PLANTS

- A. Maintenance shall begin immediately after an area is planted and shall continue until final acceptance. The minimum maintenance period shall be ninety (90) calendar days after completion of all plant installations. Watering shall be done by the Contractor for the full 90 days.
- B. Maintenance shall include resodding, replacement of plantings, watering, weeding, and fertilizing if appropriate.
- C. Watering of Tree Plantings:
 - 1. Portable Drip Irrigation System watering bags shall be kept filled as needed to maintain optimal plant health. Bags shall be filled a minimum of once each week regardless of rain conditions. The contractor shall be responsible for ensuring that watering bags are kept full for one full growing season after installation.

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Bidder Information Form
Kaboom Park Site Improvements
(To be first page of Bid)

Name of Company:

Address:

Telephone #:

Fax #:

Email Contact:

Is the Company a:

Corporation _____

Partnership _____

Sole Proprietorship _____

Publicly Held _____

Privately Held _____

Names and address of the Principals, Owners, Directors, Officers:

CITY OF CHELSEA

REQUIRED BID SUBMITTAL FORM

Certificate of Non-Collusion

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

Signature

Date

Name (Please Print)

Title

Company

Address

Contact Number

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____,
held on _____, at which time all voted that _____
of this Company, be and hereby is authorized to execute contracts and bonds in the name and
behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract
of obligation in this Company's name on its behalf by such person _____ under
seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,

ATTEST: _____
Clerk

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

I hereby certify that I am the Clerk of _____
_____ and that _____ is
duly elected _____ of said Company, and that
the above vote has not been amended or rescinded and remains in
full force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE SEAL)

Bid Form: Kaboom Park Site Improvements

To The Awarding Authority:

- A. The undersigned proposes to furnish all labor and materials required for the City of Chelsea in Chelsea, Massachusetts in accordance with the Contract Documents for the **Kaboom Park Site Improvements**, for the contract price specified below.
- B. This bid includes addenda number(s) _____.
- C. The subdivision of the proposed Contract Price is as follows:
(Bidder: insert words and numbers. In cases of conflict between words and numbers, the words shall control). Low bid will be based on the lowest Grand Total.
- D. The contract term will commence upon signature of the agreement and end NO LATER THAN October 1, 2016.

Total Bid Price (Lump Sum Bid) in Words:

_____ **Dollars and**

_____ **Cents**

Total Bid Price (Lump Sum Bid) in Figures \$ _____

Add-Alternate #1 (Lump Sum Bid) in Words \$ _____

In Figures \$ _____

Telephone Number: _____ Fax Number: _____

Signature: _____

Print Name: _____ Date: _____

In conjunction with the words, and figures submitted above for the requisite bid items, and an integral part of said bid submission, the undersigned certifies that:

The undersigned declares that the only persons or parties interested in his/her bid as principals area as stated; that the bid is made without any collusion with other persons, firms, or corporations; that he/she has carefully examined all the Contract Documents and has informed him/herself fully in regard to all conditions pertaining to the work and based on this information, the undersigned makes this bid. These prices shall cover all expenses incurred in performing the work required under the Contract Documents of which this Bid Form is a part.

The undersigned shall furnish a one-hundred percent (100%) payment bond & performance bond with a surety company acceptable to the City in the forms following this Bid Form.

All bids shall remain open for thirty (30) days, not including Saturdays, Sundays, and legal holidays, after the date of the bid opening.

If a notice of award and three (3) unsigned copies of the Contract (and all other applicable Contract Documents) is delivered to the undersigned within thirty (30) calendar days, not including Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, he/she shall within five (5) days execute and return all copies of the Contract (and all other applicable Contract Documents) to the City. The premiums for all bonds required shall be paid by the Contractor and shall be included in the contract price. The undersigned further agrees that the bid security accompanying this bid shall become the City's property if the bidder fails to execute the Contract as stated above.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern. The above prices shall include all labor, materials, equipment, supervision, transportation, overhead, profit, insurance, and incidentals required to complete the Work.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

Furthermore, pursuant to M.G.L., Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

The undersigned under penalties of perjury certifies that this bid is in all respects true, accurate, bonafide, fair, and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture partnership, corporation, or other business or legal entity.

Signed this ____ day_____, 2016.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Partner of Corporate

CITY OF CHELSEA
REQUIRED BID SUBMITTAL FORM

REFERENCE FORM

Bidder: _____

Title of Bid: **Kaboom Park Site Improvements**

Bidder must provide references for:

All contracts performed within the past five years of similar size and scope to this contract

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

OSHA COMPLIANCE CERTIFICATION

Any person submitting a bid for, signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any building or public works project undertaken by a public awarding authority in Massachusetts and estimated to cost more than \$10,000 must certify on the bid or contract, under penalties of perjury, as follows:

1. that he is able to furnish labor than can work in harmony with all other elements of labor employed or to be employed at the work

2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

3. that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (MGL. c. 30, Section 39S (a))

Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my Knowledge and belief, I am in compliance with the OSHA requirements as stated above.

Dated _____

Name of Company or Corporation

Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED

**CITY OF CHELSEA
CONTRACT FOR SERVICES
over \$10,000**

This agreement (the "Agreement") is made and entered into by and between the City of Chelsea (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and

[NAME]
[ADDRESS]
(hereinafter the CONTRACTOR)

For mutual consideration the Parties hereby agree as follows:

ARTICLE 1. DEFINITION.

This CONTRACT as used herein shall consist of this Agreement, and the "contract documents" which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- Attachment A: Scope of Services, and/or other bid package materials
- Attachment B: Additional Contract Terms and Conditions
- Attachment C: Certificate of Non-Collusion, Tax Compliance Certification, Statement of Corporate Authority
- Attachment D: Summaries of Laws Regarding State Ethics - Acknowledgment of Receipt
- Addenda through #

ARTICLE II. AMOUNT AND TERM.

Pursuant to the terms and conditions stated in the Contract, this CITY agrees to pay an amount not to exceed \$ _____, and the Contractor agrees to perform the services detailed in the Contract. The Contract shall commence on or about _____ (the "Commencing Date") unless earlier terminated pursuant to Article IV, Termination and shall terminate no later than _____, unless a written amendment to renew or extend this contract is executed in accordance with the provisions of this CONTRACT.

ARTICLE III. PERFORMANCE.

The Contractor agrees to provide all goods and/or services set forth in the Invitation for Bid/Request for Proposal Documents, Scope of Service, the Contractor's proposal for " _____ ", and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.

- i) Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar day's notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the CITY, by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the

CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

ii) For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) day's notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) day's notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

iii) Default. Events of default under this CONTRACT shall include, but are not limited to the following: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to perform this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance or failure to comply with nondiscrimination provisions, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The City hereby retains all remedies in law and equity, including but not limited to, the right to deduct the cost of any substitute contract or performance for expenses, losses, and all damages and the right to withhold from payment, any amounts for expenses, losses, and damages from sums due, or which become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the Contractor, due to any act or omission for which the City is legally responsible, sustains damages, other than loss, non-conformance, or non-performance, the Contractor may request, within 30 days of the alleged act or omission from the City, a sum equal to the amount of such damages sustained by the Contractor, which amount may be determined by the City in writing, at the City 's sole discretion, provided that the Contractor has provided to all signatories of this Agreement, a detailed, written statement of such damages and cause thereof within said 30 day period.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest, rights or obligations in this CONTRACT without the prior written consent of the City Manager. In the event of such assignment the CITY reserves the right to deal with any assignee subcontractor or transferee directly and the CONTRACTOR agrees to remain bound by all terms and conditions of this CONTRACT in accordance with its original tenor and in no way shall the CONTRACTOR be relieved of its responsibilities and obligations under this CONTRACT. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect, at its sole discretion, to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto, except if specifically waived in Attachment B.

Prior to commencement of any work and until completion of its work under this CONTRACT, the CONTRACTOR shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.
2. CONTRACTOR'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.

3. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$1,000,000 general aggregate, and \$500,000 per occurrence.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificates of insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Exhibit C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY at the City's sole discretion.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This CONTRACT shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this Article. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the event any portion of this Agreement is to be funded with alternate funding including but not limited to state, local, federal or private grant funding. In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of such state, local, federal or private grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

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

ARTICLE XV. CONFLICT OF INTEREST.

i) CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

ii) CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees further stipulate that in the performance of this CONTRACT, no person having any

such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/its agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees must disclose any and all such interests in writing to the CITY.

ARTICLE XVI. PAYMENT.

The City agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth any invoice which has been approved by the City Manager or his authorized designee within thirty (30) days of receipt of such invoice at the Office of the City Auditor. Each invoice shall detail the work completed.

Subject to pending statutory appeal rights, the City hereby reserves the right and the CONTRACTOR hereby agrees that the City may deduct from the sum(s) otherwise payable under this CONTRACT any outstanding taxes, fines, fees and/or other municipal charges prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles and Attachment A, Attachment A shall supersede these Articles.

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only by the express written consent of the Parties. Any amendments, must be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

The failure of any party to insist on the strict performance of any term, covenant or condition to this CONTRACT, at anytime, or in any one or more instances, or its failure to take advantage of any of its rights, or any course of conduct or dealing, shall not be construed as a waiver or a relinquishment of any such rights or conditions at any future time and shall, in no way act, as a wavier by any party of a breach of another party or have any affect on the continuance of or the full force and affect of any or all of the provisions of this Contract. The waiver of any provisions must be in writing and executed by all signatories to this Agreement prior to the force and effect of any such waiver.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

- a. TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.
- b. DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.
- c. AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth of Massachusetts, exclusive of its conflicts of law provisions. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. Each of the Parties hereto irrevocably consents to and waives any objection to the exercise of personal jurisdiction by the state and federal courts of the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

ARTICLE XXI. TAXES

CONTRACTOR shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable pursuant to this Contract, which may be assessed against the CONTRACTOR or the CITY which are directly attributable to CONTRACTOR'S activities under this CONTRACT (the "Taxes"). CONTRACTOR shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

ARTICLE XXII. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered in hand or deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described herein or when delivered by messenger or overnight mail service to the correct addressee. Unless otherwise specified, Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

All notices shall be sent to the persons and addresses listed below. CONTRACTOR and the CITY shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this CONTRACT any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

All Notices shall be forwarded to:

FOR THE CITY
Thomas G. Ambrosino, City Manager
500 Broadway
City Hall

Chelsea, MA 02150

With a Copy to:
Cheryl Watson Fisher
City Solicitor
Law Department, Room 307
500 Broadway
Chelsea, MA 02150

FOR THE CONTRACTOR:
[NAME]
[ADDRESS]

ARTICLE XXIII. CONSIDERATION

The Parties mutually agree to enter into this CONTRACT for good and valuable consideration.

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The CONTRACTOR represents and warrants (i) the CONTRACTOR has all requisite corporate power and authority to enter into this CONTRACT and to perform the obligations of the CONTRACTOR; (ii) that this CONTRACT has been duly and validly authorized, executed and delivered by the CONTRACTOR; (iii) the execution and delivery of this CONTRACT does not violate or conflict with any other agreement, license or obligation; (iv) the CONTRACTOR is duly organized, legal and validly existing and in good standing in the Commonwealth of Massachusetts; (v) that the CONTRACTOR is duly qualified and authorized to do business in the Commonwealth of Massachusetts; (vi) the CONTRACTOR is in compliance and is current with any payments under all federal, state and local tax laws; (vii) the CONTRACTOR will obtain any and all permits which may be necessary to perform the obligations of this CONTRACT; (viii) the CONTRACTOR will timely perform its obligations required by this CONTRACT.

ARTICLE XXV. THIRD PARTY BENEFICIARIES

This CONTRACT shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

ARTICLE XXVI. ENTIRE CONTRACT

This CONTRACT constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

The CITY shall not be liable to CONTRACTOR for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless expressly specified herein.

ARTICLE XXVIII. HEADINGS

Heading used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this CONTRACT or any of its provisions.

ARTICLE XXIX. DAYS

Any reference to "days" in this CONTRACT, shall be deemed to mean business days (Monday through Friday, excluding generally recognized holidays) except where specific reference is made to calendar days.

ARTICLE XXX. SURVIVAL

The parties agree that the provisions of ARTICLE II – AMOUNT AND TERM; ARTICLE III – PERFORMANCE; ARTICLE V- REMEDIES OF THE CITY; ARTICLE VI- REMEDIES OF THE CONTRACTOR. ARTICLE VII – ASSIGNABILITY; ARTICLE VIII – INDEMNIFICATION; ARTICLE IX- WORKER’S COMPENSATION AND OTHER INSURANCE; ARTICLE XI-SUBJECT TO APPROPRIATION; ARTICLE XII – DOCUMENTS, MATERIALS, ETC; ARTICLE XIII – AUDIT, INSPECTION, RECORDKEEPING; ARTICLE XIV- WEEKLY PAYROLL RECORDS REPORT; ARTICLE XVI – PAYMENT; ARTICLE XVIII – WAIVER AND AMENDMENT; ARTICLE XIX – CERTIFICATION; ARTICLE XX- FORUM AND CHOICE OF LAW; ARTICLE XXI – TAXES; ARTICLE XXIV- REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR; ARTICLE XXVII- LIABILITY OF THE MUNICIPALITY; ARTICLE XXX – SURVIVAL; and ARTICLE XXXI - SEVERABILITY shall survive the expiration or any earlier termination of this CONTRACT.

ARTICLE XXXI. SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable, the remaining terms shall not be affected and shall remain in full force and effect. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it and the invalid or unenforceable provision shall be stricken and shall be replaced by a mutually acceptable provision which being valid and enforceable comes closest to the intention of the parties with respect to the invalid or unenforceable provision.

ARTICLE XXXII. ADVICE AND COUNSEL

The CONTRACTOR hereby acknowledges and agrees that CONTRACTOR has read this Agreement in its entirety and that CONTRACTOR has had the opportunity to consult legal and financial advisors of their choosing regarding the execution, delivery and performance of their obligations, hereunder.

ARTICLE XXXIII. COUNTERPARTS

This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CONTRACTOR

CITY MANAGER

Company Name

Thomas G. Ambrosino, City Manager

Status (Corporation/Non-corporate)

Signature & Title

Please Print Name & Title

Dylan Cook
Chief Procurement Officer

Date

Taxpayer Identification Number

APPROVED AS TO FORM:

Cheryl Watson Fisher
City Solicitor

Approved as to Contract Manager:

I CERTIFY THAT FUNDS HAVE BEEN
ENCUMBERED IN THE AMOUNT OF
\$_____ FOR THIS CONTRACT
Appropriation Number:

John DePriest, Director
Department of Planning and Development
City of Chelsea

Edward M. Dunn
City Auditor

ATTACHMENT A

SCOPE OF SERVICES

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please attach for reference purposes a copy of all bid/proposal documents, including but not limited to (i) invitations/instructions for bidders (ii) invitation/instructions for proposers, (iii) general and specific conditions, and please provide a detailed description of all types of goods and/or services that will be provided pursuant to this CONTRACT, not otherwise provided in any bid/proposal instructions, specifications, conditions or other documents.

Invitation for Bids, #2016-145 and all attachments, submitted bid, and pricing

ATTACHMENT B

STATE PREVAILING WAGE RATES

**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**

Awarding Authority: City of Chelsea
Contract Number: **City/Town:** CHELSEA
Description of Work: Kaboom! Playground and Community garden renovation

Job Location: 254 Spruce St Chelsea MA

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 Division of Apprentice Standards (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. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice 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 criminal penalties.

Issue Date: 02/02/2016

Wage Request Number: 20160202-008

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$32.75	\$10.41	\$10.08	\$0.00	\$53.24
	06/01/2016	\$33.25	\$10.41	\$10.08	\$0.00	\$53.74
	08/01/2016	\$33.25	\$10.91	\$10.08	\$0.00	\$54.24
	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$32.82	\$10.41	\$10.08	\$0.00	\$53.31
	06/01/2016	\$33.32	\$10.41	\$10.08	\$0.00	\$53.81
	08/01/2016	\$33.32	\$10.91	\$10.08	\$0.00	\$54.31
	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$32.94	\$10.41	\$10.08	\$0.00	\$53.43
	06/01/2016	\$33.44	\$10.41	\$10.08	\$0.00	\$53.93
	08/01/2016	\$33.44	\$10.91	\$10.08	\$0.00	\$54.43
	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	06/01/2016	\$36.85	\$7.45	\$13.55	\$0.00	\$57.85
	12/01/2016	\$37.85	\$7.45	\$13.55	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	06/01/2016	\$36.85	\$7.45	\$13.55	\$0.00	\$57.85
	12/01/2016	\$37.85	\$7.45	\$13.55	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2016	\$41.62	\$6.97	\$16.21	\$0.00	\$64.80
	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *BOILERMAKER - Local 29*
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
2	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
3	70	\$29.13	\$6.97	\$11.35	\$0.00	\$47.45
4	75	\$31.22	\$6.97	\$12.16	\$0.00	\$50.35
5	80	\$33.30	\$6.97	\$12.97	\$0.00	\$53.24
6	85	\$35.38	\$6.97	\$13.78	\$0.00	\$56.13
7	90	\$37.46	\$6.97	\$14.59	\$0.00	\$59.02
8	95	\$39.54	\$6.97	\$15.40	\$0.00	\$61.91

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)	02/01/2016	\$49.86	\$10.18	\$19.14	\$0.00	\$79.18
<i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	08/01/2016	\$50.76	\$10.18	\$19.22	\$0.00	\$80.16
	02/01/2017	\$51.33	\$10.18	\$19.22	\$0.00	\$80.73

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.93	\$10.18	\$19.14	\$0.00	\$54.25
2	60	\$29.92	\$10.18	\$19.14	\$0.00	\$59.24
3	70	\$34.90	\$10.18	\$19.14	\$0.00	\$64.22
4	80	\$39.89	\$10.18	\$19.14	\$0.00	\$69.21
5	90	\$44.87	\$10.18	\$19.14	\$0.00	\$74.19

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.38	\$10.18	\$19.22	\$0.00	\$54.78
2	60	\$30.46	\$10.18	\$19.22	\$0.00	\$59.86
3	70	\$35.53	\$10.18	\$19.22	\$0.00	\$64.93
4	80	\$40.61	\$10.18	\$19.22	\$0.00	\$70.01
5	90	\$45.68	\$10.18	\$19.22	\$0.00	\$75.08

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$36.45	\$7.45	\$13.75	\$0.00	\$57.65
	06/01/2016	\$37.20	\$7.45	\$13.75	\$0.00	\$58.40
	12/01/2016	\$38.20	\$7.45	\$13.75	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS - ZONE 1 (Metro Boston)</i>	03/01/2015	\$42.30	\$9.80	\$16.48	\$0.00	\$68.58
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *CARPENTER - Zone 1 Metro Boston*
Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.15	\$9.80	\$1.63	\$0.00	\$32.58
2	60	\$25.38	\$9.80	\$1.63	\$0.00	\$36.81
3	70	\$29.61	\$9.80	\$11.59	\$0.00	\$51.00
4	75	\$31.73	\$9.80	\$11.59	\$0.00	\$53.12
5	80	\$33.84	\$9.80	\$13.22	\$0.00	\$56.86
6	80	\$33.84	\$9.80	\$13.22	\$0.00	\$56.86
7	90	\$38.07	\$9.80	\$14.85	\$0.00	\$62.72
8	90	\$38.07	\$9.80	\$14.85	\$0.00	\$62.72

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	01/01/2016	\$46.44	\$10.90	\$18.71	\$1.30	\$77.35
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Apprentice - *CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)*
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.22	\$10.90	\$12.21	\$0.00	\$46.33
2	60	\$27.86	\$10.90	\$13.71	\$1.30	\$53.77
3	65	\$30.19	\$10.90	\$14.71	\$1.30	\$57.10
4	70	\$32.51	\$10.90	\$15.71	\$1.30	\$60.42
5	75	\$34.83	\$10.90	\$16.71	\$1.30	\$63.74
6	80	\$37.15	\$10.90	\$17.71	\$1.30	\$67.06
7	90	\$41.80	\$10.90	\$18.71	\$1.30	\$72.71

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$44.73	\$10.00	\$14.90	\$0.00	\$69.63
	06/01/2016	\$45.48	\$10.00	\$14.90	\$0.00	\$70.38
	12/01/2016	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	06/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
	12/01/2017	\$48.73	\$10.00	\$14.90	\$0.00	\$73.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date -	01/01/2016					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.76	\$7.85	\$0.00	\$0.00	\$32.61
2	55	\$27.23	\$7.85	\$3.66	\$0.00	\$38.74
3	60	\$29.71	\$7.85	\$3.99	\$0.00	\$41.55
4	65	\$32.18	\$7.85	\$4.32	\$0.00	\$44.35
5	70	\$34.66	\$7.85	\$14.11	\$0.00	\$56.62
6	75	\$37.13	\$7.85	\$14.44	\$0.00	\$59.42
7	80	\$39.61	\$7.85	\$14.77	\$0.00	\$62.23
8	90	\$44.56	\$7.85	\$15.44	\$0.00	\$67.85

Effective Date -	07/01/2016					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	09/01/2015	\$45.67	\$13.00	\$15.89	\$0.00	\$74.56
	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2015	\$45.67	\$13.00	\$15.89	\$0.00	\$74.56
	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.27	\$14.43	\$0.00	\$0.00	\$41.70
2	55	\$29.99	\$14.43	\$14.96	\$0.00	\$59.38
3	65	\$35.44	\$14.43	\$14.96	\$0.00	\$64.83
4	70	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
5	80	\$43.62	\$14.43	\$14.96	\$0.00	\$73.01

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2016	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$40.49	\$10.00	\$14.55	\$0.00	\$65.04
	05/01/2016	\$41.38	\$10.00	\$14.55	\$0.00	\$65.93
	11/01/2016	\$41.97	\$10.00	\$14.55	\$0.00	\$66.52
	05/01/2017	\$42.85	\$10.00	\$14.55	\$0.00	\$67.40
	11/01/2017	\$43.58	\$10.00	\$14.55	\$0.00	\$68.13
	05/01/2018	\$44.29	\$10.00	\$14.55	\$0.00	\$68.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$41.93	\$10.00	\$14.55	\$0.00	\$66.48
	05/01/2016	\$42.82	\$10.00	\$14.55	\$0.00	\$67.37
	11/01/2016	\$43.42	\$10.00	\$14.55	\$0.00	\$67.97
	05/01/2017	\$44.31	\$10.00	\$14.55	\$0.00	\$68.86
	11/01/2017	\$45.04	\$10.00	\$14.55	\$0.00	\$69.59
	05/01/2018	\$45.76	\$10.00	\$14.55	\$0.00	\$70.31

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG. ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$21.71	\$10.00	\$14.55	\$0.00	\$46.26
	05/01/2016	\$22.23	\$10.00	\$14.55	\$0.00	\$46.78
	11/01/2016	\$22.58	\$10.00	\$14.55	\$0.00	\$47.13
	05/01/2017	\$23.11	\$10.00	\$14.55	\$0.00	\$47.66
	11/01/2017	\$23.53	\$10.00	\$14.55	\$0.00	\$48.08
	05/01/2018	\$23.96	\$10.00	\$14.55	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2015	\$45.67	\$13.00	\$15.89	\$0.00	\$74.56
	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	09/01/2015	\$34.25	\$13.00	\$14.06	\$0.00	\$61.31
	03/01/2016	\$34.63	\$13.00	\$14.55	\$0.00	\$62.18
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$36.34	\$10.00	\$14.90	\$0.00	\$61.24
	06/01/2016	\$36.96	\$10.00	\$14.90	\$0.00	\$61.86
	12/01/2016	\$38.00	\$10.00	\$14.90	\$0.00	\$62.90
	06/01/2017	\$38.84	\$10.00	\$14.90	\$0.00	\$63.74
	12/01/2017	\$39.67	\$10.00	\$14.90	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2015	\$20.50	\$7.45	\$13.55	\$0.00	\$41.50
	06/01/2016	\$20.50	\$7.45	\$13.55	\$0.00	\$41.50
	12/01/2016	\$20.50	\$7.45	\$13.55	\$0.00	\$41.50
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2015	\$41.59	\$9.80	\$17.53	\$0.00	\$68.92

Apprentice - *FLOORCOVERER - Local 2168 Zone 1*
Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$1.79	\$0.00	\$32.39
2	55	\$22.87	\$9.80	\$1.79	\$0.00	\$34.46
3	60	\$24.95	\$9.80	\$12.16	\$0.00	\$46.91
4	65	\$27.03	\$9.80	\$12.16	\$0.00	\$48.99
5	70	\$29.11	\$9.80	\$13.95	\$0.00	\$52.86
6	75	\$31.19	\$9.80	\$13.95	\$0.00	\$54.94
7	80	\$33.27	\$9.80	\$15.74	\$0.00	\$58.81
8	85	\$35.35	\$9.80	\$15.74	\$0.00	\$60.89

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 1)</i>	01/01/2016	\$44.80	\$7.85	\$16.10	\$0.00	\$68.75
	07/01/2016	\$45.75	\$7.85	\$16.10	\$0.00	\$69.70
	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65

Apprentice - *GLAZIER - Local 35 Zone 1*
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.40	\$7.85	\$0.00	\$0.00	\$30.25
2	55	\$24.64	\$7.85	\$3.66	\$0.00	\$36.15
3	60	\$26.88	\$7.85	\$3.99	\$0.00	\$38.72
4	65	\$29.12	\$7.85	\$4.32	\$0.00	\$41.29
5	70	\$31.36	\$7.85	\$14.11	\$0.00	\$53.32
6	75	\$33.60	\$7.85	\$14.44	\$0.00	\$55.89
7	80	\$35.84	\$7.85	\$14.77	\$0.00	\$58.46
8	90	\$40.32	\$7.85	\$15.44	\$0.00	\$63.61

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$7.85	\$0.00	\$0.00	\$30.73
2	55	\$25.16	\$7.85	\$3.66	\$0.00	\$36.67
3	60	\$27.45	\$7.85	\$3.99	\$0.00	\$39.29
4	65	\$29.74	\$7.85	\$4.32	\$0.00	\$41.91
5	70	\$32.03	\$7.85	\$14.11	\$0.00	\$53.99
6	75	\$34.31	\$7.85	\$14.44	\$0.00	\$56.60
7	80	\$36.60	\$7.85	\$14.77	\$0.00	\$59.22
8	90	\$41.18	\$7.85	\$15.44	\$0.00	\$64.47

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63

Apprentice - *OPERATING ENGINEERS - Local 4*
Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.05	\$10.00	\$0.00	\$0.00	\$34.05
2	60	\$26.24	\$10.00	\$14.90	\$0.00	\$51.14
3	65	\$28.42	\$10.00	\$14.90	\$0.00	\$53.32
4	70	\$30.61	\$10.00	\$14.90	\$0.00	\$55.51
5	75	\$32.80	\$10.00	\$14.90	\$0.00	\$57.70
6	80	\$34.98	\$10.00	\$14.90	\$0.00	\$59.88
7	85	\$37.17	\$10.00	\$14.90	\$0.00	\$62.07
8	90	\$39.36	\$10.00	\$14.90	\$0.00	\$64.26

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.46	\$10.00	\$0.00	\$0.00	\$34.46
2	60	\$26.69	\$10.00	\$14.90	\$0.00	\$51.59
3	65	\$28.91	\$10.00	\$14.90	\$0.00	\$53.81
4	70	\$31.14	\$10.00	\$14.90	\$0.00	\$56.04
5	75	\$33.36	\$10.00	\$14.90	\$0.00	\$58.26
6	80	\$35.58	\$10.00	\$14.90	\$0.00	\$60.48
7	85	\$37.81	\$10.00	\$14.90	\$0.00	\$62.71
8	90	\$40.03	\$10.00	\$14.90	\$0.00	\$64.93

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2016	\$43.31	\$10.70	\$21.95	\$2.28	\$78.24
	08/01/2016	\$44.46	\$10.70	\$21.95	\$2.28	\$79.39
	02/01/2017	\$45.56	\$10.70	\$21.95	\$2.28	\$80.49
	08/01/2017	\$46.66	\$10.70	\$21.95	\$2.28	\$81.59
	02/01/2018	\$47.81	\$10.70	\$21.95	\$2.28	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2015	\$45.67	\$13.00	\$15.89	\$0.00	\$74.56
	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2016	\$43.31	\$10.70	\$21.95	\$2.28	\$78.24
	08/01/2016	\$44.46	\$10.70	\$21.95	\$2.28	\$79.39
	02/01/2017	\$45.56	\$10.70	\$21.95	\$2.28	\$80.49
	08/01/2017	\$46.66	\$10.70	\$21.95	\$2.28	\$81.59
	02/01/2018	\$47.81	\$10.70	\$21.95	\$2.28	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2015	\$49.69	\$9.70	\$16.89	\$0.00	\$76.28
	03/01/2016	\$50.69	\$9.70	\$16.89	\$0.00	\$77.28
	09/01/2016	\$51.69	\$9.70	\$16.89	\$0.00	\$78.28
	03/01/2017	\$52.69	\$9.70	\$16.89	\$0.00	\$79.28
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2015	\$49.69	\$9.70	\$16.89	\$0.00	\$76.28
	03/01/2016	\$50.69	\$9.70	\$16.89	\$0.00	\$77.28
	09/01/2016	\$51.69	\$9.70	\$16.89	\$0.00	\$78.28
	03/01/2017	\$52.69	\$9.70	\$16.89	\$0.00	\$79.28
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	06/01/2016	\$36.85	\$7.45	\$13.55	\$0.00	\$57.85
	12/01/2016	\$37.85	\$7.45	\$13.55	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2015	\$43.81	\$11.50	\$13.80	\$0.00	\$69.11
	09/01/2016	\$45.81	\$11.50	\$13.80	\$0.00	\$71.11
	09/01/2017	\$47.81	\$11.50	\$13.80	\$0.00	\$73.11
	09/01/2018	\$50.06	\$11.50	\$13.80	\$0.00	\$75.36
	09/01/2019	\$52.56	\$11.50	\$13.80	\$0.00	\$77.86

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

Effective Date - 09/01/2015		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$21.91	\$11.50	\$10.05	\$0.00	\$43.46
2	60	\$26.29	\$11.50	\$10.80	\$0.00	\$48.59
3	70	\$30.67	\$11.50	\$11.55	\$0.00	\$53.72
4	80	\$35.05	\$11.50	\$12.30	\$0.00	\$58.85
Effective Date - 09/01/2016		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$22.91	\$11.50	\$10.05	\$0.00	\$44.46
2	60	\$27.49	\$11.50	\$10.80	\$0.00	\$49.79
3	70	\$32.07	\$11.50	\$11.55	\$0.00	\$55.12
4	80	\$36.65	\$11.50	\$12.30	\$0.00	\$60.45

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	09/16/2015	\$42.40	\$7.80	\$20.85	\$0.00	\$71.05
	03/16/2016	\$43.40	\$7.80	\$20.85	\$0.00	\$72.05
	09/16/2016	\$44.05	\$7.80	\$20.85	\$0.00	\$72.70
	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date -	09/16/2015					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.44	\$7.80	\$20.85	\$0.00	\$54.09
2	70	\$29.68	\$7.80	\$20.85	\$0.00	\$58.33
3	75	\$31.80	\$7.80	\$20.85	\$0.00	\$60.45
4	80	\$33.92	\$7.80	\$20.85	\$0.00	\$62.57
5	85	\$36.04	\$7.80	\$20.85	\$0.00	\$64.69
6	90	\$38.16	\$7.80	\$20.85	\$0.00	\$66.81

Effective Date -	03/16/2016					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.04	\$7.80	\$20.85	\$0.00	\$54.69
2	70	\$30.38	\$7.80	\$20.85	\$0.00	\$59.03
3	75	\$32.55	\$7.80	\$20.85	\$0.00	\$61.20
4	80	\$34.72	\$7.80	\$20.85	\$0.00	\$63.37
5	85	\$36.89	\$7.80	\$20.85	\$0.00	\$65.54
6	90	\$39.06	\$7.80	\$20.85	\$0.00	\$67.71

Notes:
 ** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.35	\$7.45	\$13.55	\$0.00	\$56.35
	06/01/2016	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	12/01/2016	\$37.10	\$7.45	\$13.55	\$0.00	\$58.10

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1
Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.21	\$7.45	\$13.55	\$0.00	\$42.21
2	70	\$24.75	\$7.45	\$13.55	\$0.00	\$45.75
3	80	\$28.28	\$7.45	\$13.55	\$0.00	\$49.28
4	90	\$31.82	\$7.45	\$13.55	\$0.00	\$52.82

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.66	\$7.45	\$13.55	\$0.00	\$42.66
2	70	\$25.27	\$7.45	\$13.55	\$0.00	\$46.27
3	80	\$28.88	\$7.45	\$13.55	\$0.00	\$49.88
4	90	\$32.49	\$7.45	\$13.55	\$0.00	\$53.49

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.35	\$7.45	\$13.55	\$0.00	\$56.35
	06/01/2016	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	12/01/2016	\$37.10	\$7.45	\$13.55	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.35	\$7.45	\$13.55	\$0.00	\$56.35
	06/01/2016	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	12/01/2016	\$37.10	\$7.45	\$13.55	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.35	\$7.45	\$13.55	\$0.00	\$56.35
	06/01/2016	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	12/01/2016	\$37.10	\$7.45	\$13.55	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.35	\$7.45	\$13.55	\$0.00	\$56.35
	06/01/2016	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	12/01/2016	\$37.10	\$7.45	\$13.55	\$0.00	\$58.10

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"

LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2016	\$38.08	\$10.18	\$17.70	\$0.00	\$65.96
	08/01/2016	\$38.78	\$10.18	\$17.78	\$0.00	\$66.74
	02/01/2017	\$39.24	\$10.18	\$17.78	\$0.00	\$67.20

Apprentice - *MARBLE & TILE FINISHER - Local 3 Marble & Tile*
Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.04	\$10.18	\$17.70	\$0.00	\$46.92
2	60	\$22.85	\$10.18	\$17.70	\$0.00	\$50.73
3	70	\$26.66	\$10.18	\$17.70	\$0.00	\$54.54
4	80	\$30.46	\$10.18	\$17.70	\$0.00	\$58.34
5	90	\$34.27	\$10.18	\$17.70	\$0.00	\$62.15

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.18	\$17.78	\$0.00	\$47.35
2	60	\$23.27	\$10.18	\$17.78	\$0.00	\$51.23
3	70	\$27.15	\$10.18	\$17.78	\$0.00	\$55.11
4	80	\$31.02	\$10.18	\$17.78	\$0.00	\$58.98
5	90	\$34.90	\$10.18	\$17.78	\$0.00	\$62.86

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2016	\$49.90	\$10.18	\$19.14	\$0.00	\$79.22
	08/01/2016	\$50.80	\$10.18	\$19.22	\$0.00	\$80.20
	02/01/2017	\$51.37	\$10.18	\$19.22	\$0.00	\$80.77

Apprentice - *MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile*
Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.95	\$10.18	\$19.14	\$0.00	\$54.27
2	60	\$29.94	\$10.18	\$19.14	\$0.00	\$59.26
3	70	\$34.93	\$10.18	\$19.14	\$0.00	\$64.25
4	80	\$39.92	\$10.18	\$19.14	\$0.00	\$69.24
5	90	\$44.91	\$10.18	\$19.14	\$0.00	\$74.23

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.18	\$19.22	\$0.00	\$54.80
2	60	\$30.48	\$10.18	\$19.22	\$0.00	\$59.88
3	70	\$35.56	\$10.18	\$19.22	\$0.00	\$64.96
4	80	\$40.64	\$10.18	\$19.22	\$0.00	\$70.04
5	90	\$45.72	\$10.18	\$19.22	\$0.00	\$75.12

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2015	\$37.64	\$9.80	\$16.21	\$0.00	\$63.65
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Apprentice - *MILLWRIGHT - Local 1121 Zone 1*
Effective Date - 04/01/2015

	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1		55	\$20.70	\$9.80	\$4.48	\$0.00	\$34.98
2		65	\$24.47	\$9.80	\$13.36	\$0.00	\$47.63
3		75	\$28.23	\$9.80	\$14.18	\$0.00	\$52.21
4		85	\$31.99	\$9.80	\$14.99	\$0.00	\$56.78

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$22.27	\$10.00	\$14.90	\$0.00	\$47.17
	06/01/2016	\$22.66	\$10.00	\$14.90	\$0.00	\$47.56
	12/01/2016	\$23.31	\$10.00	\$14.90	\$0.00	\$48.21
	06/01/2017	\$23.82	\$10.00	\$14.90	\$0.00	\$48.72
	12/01/2017	\$24.34	\$10.00	\$14.90	\$0.00	\$49.24

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$26.08	\$10.00	\$14.90	\$0.00	\$50.98
	06/01/2016	\$26.54	\$10.00	\$14.90	\$0.00	\$51.44
	12/01/2016	\$27.29	\$10.00	\$14.90	\$0.00	\$52.19
	06/01/2017	\$27.89	\$10.00	\$14.90	\$0.00	\$52.79
	12/01/2017	\$28.50	\$10.00	\$14.90	\$0.00	\$53.40

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - *Painter Local 35 - BRIDGES/TANKS*
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.76	\$7.85	\$0.00	\$0.00	\$32.61
2	55	\$27.23	\$7.85	\$3.66	\$0.00	\$38.74
3	60	\$29.71	\$7.85	\$3.99	\$0.00	\$41.55
4	65	\$32.18	\$7.85	\$4.32	\$0.00	\$44.35
5	70	\$34.66	\$7.85	\$14.11	\$0.00	\$56.62
6	75	\$37.13	\$7.85	\$14.44	\$0.00	\$59.42
7	80	\$39.61	\$7.85	\$14.77	\$0.00	\$62.23
8	90	\$44.56	\$7.85	\$15.44	\$0.00	\$67.85

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2016	\$46.20	\$7.85	\$16.10	\$0.00	\$70.15
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 1</i>	07/01/2016	\$47.15	\$7.85	\$16.10	\$0.00	\$71.10
	01/01/2017	\$48.10	\$7.85	\$16.10	\$0.00	\$72.05

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *Painter Local 35 Zone 1 - Spray/Sandblast - New*
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.10	\$7.85	\$0.00	\$0.00	\$30.95
2	55	\$25.41	\$7.85	\$3.66	\$0.00	\$36.92
3	60	\$27.72	\$7.85	\$3.99	\$0.00	\$39.56
4	65	\$30.03	\$7.85	\$4.32	\$0.00	\$42.20
5	70	\$32.34	\$7.85	\$14.11	\$0.00	\$54.30
6	75	\$34.65	\$7.85	\$14.44	\$0.00	\$56.94
7	80	\$36.96	\$7.85	\$14.77	\$0.00	\$59.58
8	90	\$41.58	\$7.85	\$15.44	\$0.00	\$64.87

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.58	\$7.85	\$0.00	\$0.00	\$31.43
2	55	\$25.93	\$7.85	\$3.66	\$0.00	\$37.44
3	60	\$28.29	\$7.85	\$3.99	\$0.00	\$40.13
4	65	\$30.65	\$7.85	\$4.32	\$0.00	\$42.82
5	70	\$33.01	\$7.85	\$14.11	\$0.00	\$54.97
6	75	\$35.36	\$7.85	\$14.44	\$0.00	\$57.65
7	80	\$37.72	\$7.85	\$14.77	\$0.00	\$60.34
8	90	\$42.44	\$7.85	\$15.44	\$0.00	\$65.73

Notes:
 Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter (Spray or Sandblast, Repaint) <i>Painters Local 35 - Zone 1</i>	01/01/2016	\$44.26	\$7.85	\$16.10	\$0.00	\$68.21
	07/01/2016	\$45.21	\$7.85	\$16.10	\$0.00	\$69.16
	01/01/2017	\$46.16	\$7.85	\$16.10	\$0.00	\$70.11

Apprentice - *Painter Local 35 Zone 1 - Spray/Sandblast - Repaint*
Effective Date - 01/01/2016

	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1		50	\$22.13	\$7.85	\$0.00	\$0.00	\$29.98
2		55	\$24.34	\$7.85	\$3.66	\$0.00	\$35.85
3		60	\$26.56	\$7.85	\$3.99	\$0.00	\$38.40
4		65	\$28.77	\$7.85	\$4.32	\$0.00	\$40.94
5		70	\$30.98	\$7.85	\$14.11	\$0.00	\$52.94
6		75	\$33.20	\$7.85	\$14.44	\$0.00	\$55.49
7		80	\$35.41	\$7.85	\$14.77	\$0.00	\$58.03
8		90	\$39.83	\$7.85	\$15.44	\$0.00	\$63.12

Effective Date - 07/01/2016

	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1		50	\$22.61	\$7.85	\$0.00	\$0.00	\$30.46
2		55	\$24.87	\$7.85	\$3.66	\$0.00	\$36.38
3		60	\$27.13	\$7.85	\$3.99	\$0.00	\$38.97
4		65	\$29.39	\$7.85	\$4.32	\$0.00	\$41.56
5		70	\$31.65	\$7.85	\$14.11	\$0.00	\$53.61
6		75	\$33.91	\$7.85	\$14.44	\$0.00	\$56.20
7		80	\$36.17	\$7.85	\$14.77	\$0.00	\$58.79
8		90	\$40.69	\$7.85	\$15.44	\$0.00	\$63.98

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2015	\$35.35	\$7.45	\$13.55	\$0.00	\$56.35
<i>LABORERS - ZONE 1</i>	06/01/2016	\$36.10	\$7.45	\$13.55	\$0.00	\$57.10
	12/01/2016	\$37.10	\$7.45	\$13.55	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2016	\$44.80	\$7.85	\$16.10	\$0.00	\$68.75
* If 30% or more of surfaces to be painted are new construction,	07/01/2016	\$45.75	\$7.85	\$16.10	\$0.00	\$69.70
NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65

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

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.40	\$7.85	\$0.00	\$0.00	\$30.25
2	55	\$24.64	\$7.85	\$3.66	\$0.00	\$36.15
3	60	\$26.88	\$7.85	\$3.99	\$0.00	\$38.72
4	65	\$29.12	\$7.85	\$4.32	\$0.00	\$41.29
5	70	\$31.36	\$7.85	\$14.11	\$0.00	\$53.32
6	75	\$33.60	\$7.85	\$14.44	\$0.00	\$55.89
7	80	\$35.84	\$7.85	\$14.77	\$0.00	\$58.46
8	90	\$40.32	\$7.85	\$15.44	\$0.00	\$63.61

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$7.85	\$0.00	\$0.00	\$30.73
2	55	\$25.16	\$7.85	\$3.66	\$0.00	\$36.67
3	60	\$27.45	\$7.85	\$3.99	\$0.00	\$39.29
4	65	\$29.74	\$7.85	\$4.32	\$0.00	\$41.91
5	70	\$32.03	\$7.85	\$14.11	\$0.00	\$53.99
6	75	\$34.31	\$7.85	\$14.44	\$0.00	\$56.60
7	80	\$36.60	\$7.85	\$14.77	\$0.00	\$59.22
8	90	\$41.18	\$7.85	\$15.44	\$0.00	\$64.47

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2016	\$42.86	\$7.85	\$16.10	\$0.00	\$66.81
<i>PAINTERS LOCAL 35 - ZONE 1</i>	07/01/2016	\$43.81	\$7.85	\$16.10	\$0.00	\$67.76
	01/01/2017	\$44.76	\$7.85	\$16.10	\$0.00	\$68.71

Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT
Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.43	\$7.85	\$0.00	\$0.00	\$29.28
2	55	\$23.57	\$7.85	\$3.66	\$0.00	\$35.08
3	60	\$25.72	\$7.85	\$3.99	\$0.00	\$37.56
4	65	\$27.86	\$7.85	\$4.32	\$0.00	\$40.03
5	70	\$30.00	\$7.85	\$14.11	\$0.00	\$51.96
6	75	\$32.15	\$7.85	\$14.44	\$0.00	\$54.44
7	80	\$34.29	\$7.85	\$14.77	\$0.00	\$56.91
8	90	\$38.57	\$7.85	\$15.44	\$0.00	\$61.86

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$7.85	\$0.00	\$0.00	\$29.76
2	55	\$24.10	\$7.85	\$3.66	\$0.00	\$35.61
3	60	\$26.29	\$7.85	\$3.99	\$0.00	\$38.13
4	65	\$28.48	\$7.85	\$4.32	\$0.00	\$40.65
5	70	\$30.67	\$7.85	\$14.11	\$0.00	\$52.63
6	75	\$32.86	\$7.85	\$14.44	\$0.00	\$55.15
7	80	\$35.05	\$7.85	\$14.77	\$0.00	\$57.67
8	90	\$39.43	\$7.85	\$15.44	\$0.00	\$62.72

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$32.58	\$10.41	\$10.08	\$0.00	\$53.07
	06/01/2016	\$33.08	\$10.41	\$10.08	\$0.00	\$53.57
	08/01/2016	\$33.08	\$10.91	\$10.08	\$0.00	\$54.07
	12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*
Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.02	\$9.80	\$19.23	\$0.00	\$50.05
2	60	\$25.22	\$9.80	\$19.23	\$0.00	\$54.25
3	70	\$29.43	\$9.80	\$19.23	\$0.00	\$58.46
4	75	\$31.53	\$9.80	\$19.23	\$0.00	\$60.56
5	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
6	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
7	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
8	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER	09/01/2015	\$49.69	\$9.70	\$16.89	\$0.00	\$76.28
<i>PIPEFITTERS LOCAL 537</i>	03/01/2016	\$50.69	\$9.70	\$16.89	\$0.00	\$77.28
	09/01/2016	\$51.69	\$9.70	\$16.89	\$0.00	\$78.28
	03/01/2017	\$52.69	\$9.70	\$16.89	\$0.00	\$79.28

Apprentice - *PIPEFITTER - Local 537*
Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.88	\$9.70	\$7.50	\$0.00	\$37.08
2	45	\$22.36	\$9.70	\$16.89	\$0.00	\$48.95
3	60	\$29.81	\$9.70	\$16.89	\$0.00	\$56.40
4	70	\$34.78	\$9.70	\$16.89	\$0.00	\$61.37
5	80	\$39.75	\$9.70	\$16.89	\$0.00	\$66.34

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.28	\$9.70	\$7.50	\$0.00	\$37.48
2	45	\$22.81	\$9.70	\$16.89	\$0.00	\$49.40
3	60	\$30.41	\$9.70	\$16.89	\$0.00	\$57.00
4	70	\$35.48	\$9.70	\$16.89	\$0.00	\$62.07
5	80	\$40.55	\$9.70	\$16.89	\$0.00	\$67.14

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

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2015	\$50.46	\$10.82	\$15.14	\$0.00	\$76.42
	03/01/2016	\$51.61	\$10.82	\$15.14	\$0.00	\$77.57
	09/01/2016	\$52.66	\$10.82	\$15.14	\$0.00	\$78.62
	03/01/2017	\$53.66	\$10.82	\$15.14	\$0.00	\$79.62

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date -								
	09/01/2015							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate		
1	35	\$17.66	\$10.82	\$5.63	\$0.00	\$34.11		
2	40	\$20.18	\$10.82	\$6.37	\$0.00	\$37.37		
3	55	\$27.75	\$10.82	\$8.56	\$0.00	\$47.13		
4	65	\$32.80	\$10.82	\$10.03	\$0.00	\$53.65		
5	75	\$37.85	\$10.82	\$11.48	\$0.00	\$60.15		

Effective Date -								
	03/01/2016							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate		
1	35	\$18.06	\$10.82	\$5.61	\$0.00	\$34.49		
2	40	\$20.64	\$10.82	\$6.36	\$0.00	\$37.82		
3	55	\$28.39	\$10.82	\$8.56	\$0.00	\$47.77		
4	65	\$33.55	\$10.82	\$10.02	\$0.00	\$54.39		
5	75	\$38.71	\$10.82	\$11.48	\$0.00	\$61.01		

Notes:
 ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
 Step4 with lic\$56.90 Step5 with lic\$63.40

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	09/01/2015	\$49.69	\$9.70	\$16.89	\$0.00	\$76.28
	03/01/2016	\$50.69	\$9.70	\$16.89	\$0.00	\$77.28
	09/01/2016	\$51.69	\$9.70	\$16.89	\$0.00	\$78.28
	03/01/2017	\$52.69	\$9.70	\$16.89	\$0.00	\$79.28

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

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2015	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	06/01/2016	\$37.10	\$7.45	\$13.55	\$0.00	\$58.10
	12/01/2016	\$38.10	\$7.45	\$13.55	\$0.00	\$59.10

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2015	\$27.88	\$7.98	\$8.92	\$0.00	\$44.78
	05/01/2016	\$28.03	\$7.98	\$9.31	\$0.00	\$45.32
	07/01/2016	\$28.03	\$8.23	\$9.31	\$0.00	\$45.57
	05/01/2017	\$28.18	\$8.23	\$9.72	\$0.00	\$46.13
	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2015	\$29.18	\$7.98	\$8.92	\$0.00	\$46.08
	05/01/2016	\$29.33	\$7.98	\$9.31	\$0.00	\$46.62
	07/01/2016	\$29.33	\$8.23	\$9.31	\$0.00	\$46.87
	05/01/2017	\$29.48	\$8.23	\$9.72	\$0.00	\$47.43
	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. *CARPENTERS -ZONE 2 (Residential Wood)*

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

Apprentice - *CARPENTER (Residential Wood Frame) - Zone 2*
Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	\$0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	\$6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	\$6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	\$6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	\$6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	\$6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	\$6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	\$6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterprooing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2016	\$40.11	\$11.00	\$12.90	\$0.00	\$64.01
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Apprentice - *ROOFER - Local 33*
Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$11.00	\$3.39	\$0.00	\$34.45
2	60	\$24.07	\$11.00	\$12.90	\$0.00	\$47.97
3	65	\$26.07	\$11.00	\$12.90	\$0.00	\$49.97
4	75	\$30.08	\$11.00	\$12.90	\$0.00	\$53.98
5	85	\$34.09	\$11.00	\$12.90	\$0.00	\$57.99

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.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2016	\$40.36	\$11.00	\$12.90	\$0.00	\$64.26
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For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2016	\$43.31	\$10.70	\$21.95	\$2.28	\$78.24
	08/01/2016	\$44.46	\$10.70	\$21.95	\$2.28	\$79.39
	02/01/2017	\$45.56	\$10.70	\$21.95	\$2.28	\$80.49
	08/01/2017	\$46.66	\$10.70	\$21.95	\$2.28	\$81.59
	02/01/2018	\$47.81	\$10.70	\$21.95	\$2.28	\$82.74

Apprentice - SHEET METAL WORKER - Local 17-A
Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.32	\$10.70	\$4.90	\$0.00	\$32.92
2	40	\$17.32	\$10.70	\$4.90	\$0.00	\$32.92
3	45	\$19.49	\$10.70	\$9.79	\$1.20	\$41.18
4	45	\$19.49	\$10.70	\$9.79	\$1.20	\$41.18
5	50	\$21.66	\$10.70	\$10.65	\$1.29	\$44.30
6	50	\$21.66	\$10.70	\$10.90	\$1.30	\$44.56
7	60	\$25.99	\$10.70	\$12.37	\$1.47	\$50.53
8	65	\$28.15	\$10.70	\$13.24	\$1.56	\$53.65
9	75	\$32.48	\$10.70	\$14.97	\$1.74	\$59.89
10	85	\$36.81	\$10.70	\$16.18	\$1.91	\$65.60

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.78	\$10.70	\$4.90	\$0.00	\$33.38
2	40	\$17.78	\$10.70	\$4.90	\$0.00	\$33.38
3	45	\$20.01	\$10.70	\$9.79	\$1.22	\$41.72
4	45	\$20.01	\$10.70	\$9.79	\$1.22	\$41.72
5	50	\$22.23	\$10.70	\$10.65	\$1.31	\$44.89
6	50	\$22.23	\$10.70	\$10.90	\$1.31	\$45.14
7	60	\$26.68	\$10.70	\$12.37	\$1.49	\$51.24
8	65	\$28.90	\$10.70	\$13.24	\$1.59	\$54.43
9	75	\$33.35	\$10.70	\$14.97	\$1.77	\$60.79
10	85	\$37.79	\$10.70	\$16.18	\$1.94	\$66.61

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
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
	06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
	08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$33.33	\$10.41	\$10.08	\$0.00	\$53.82
	06/01/2016	\$33.83	\$10.41	\$10.08	\$0.00	\$54.32
	08/01/2016	\$33.83	\$10.91	\$10.08	\$0.00	\$54.82
	12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	01/01/2016	\$54.43	\$8.67	\$15.80	\$0.00	\$78.90
	03/01/2016	\$55.43	\$8.67	\$15.80	\$0.00	\$79.90
	10/01/2016	\$56.58	\$8.67	\$15.80	\$0.00	\$81.05
	03/01/2017	\$57.58	\$8.67	\$15.80	\$0.00	\$82.05

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103
Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.70	\$13.00	\$0.41	\$0.00	\$27.11
2	40	\$13.70	\$13.00	\$0.41	\$0.00	\$27.11
3	45	\$15.41	\$13.00	\$11.03	\$0.00	\$39.44
4	45	\$15.41	\$13.00	\$11.03	\$0.00	\$39.44
5	50	\$17.13	\$13.00	\$11.30	\$0.00	\$41.43
6	55	\$18.84	\$13.00	\$11.58	\$0.00	\$43.42
7	60	\$20.55	\$13.00	\$11.86	\$0.00	\$45.41
8	65	\$22.26	\$13.00	\$12.13	\$0.00	\$47.39
9	70	\$23.98	\$13.00	\$12.41	\$0.00	\$49.39
10	75	\$25.69	\$13.00	\$12.68	\$0.00	\$51.37

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.85	\$13.00	\$0.42	\$0.00	\$27.27
2	40	\$13.85	\$13.00	\$0.42	\$0.00	\$27.27
3	45	\$15.58	\$13.00	\$11.52	\$0.00	\$40.10
4	45	\$15.58	\$13.00	\$11.52	\$0.00	\$40.10
5	50	\$17.32	\$13.00	\$11.79	\$0.00	\$42.11
6	55	\$19.05	\$13.00	\$12.06	\$0.00	\$44.11
7	60	\$20.78	\$13.00	\$12.34	\$0.00	\$46.12
8	65	\$22.51	\$13.00	\$12.62	\$0.00	\$48.13
9	70	\$24.24	\$13.00	\$12.90	\$0.00	\$50.14
10	75	\$25.97	\$13.00	\$13.17	\$0.00	\$52.14

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2016	\$48.80	\$10.18	\$19.14	\$0.00	\$78.12
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2016	\$49.70	\$10.18	\$19.22	\$0.00	\$79.10
	02/01/2017	\$50.27	\$10.18	\$19.22	\$0.00	\$79.67

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile
Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.40	\$10.18	\$19.14	\$0.00	\$53.72
2	60	\$29.28	\$10.18	\$19.14	\$0.00	\$58.60
3	70	\$34.16	\$10.18	\$19.14	\$0.00	\$63.48
4	80	\$39.04	\$10.18	\$19.14	\$0.00	\$68.36
5	90	\$43.92	\$10.18	\$19.14	\$0.00	\$73.24

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.18	\$19.22	\$0.00	\$54.25
2	60	\$29.82	\$10.18	\$19.22	\$0.00	\$59.22
3	70	\$34.79	\$10.18	\$19.22	\$0.00	\$64.19
4	80	\$39.76	\$10.18	\$19.22	\$0.00	\$69.16
5	90	\$44.73	\$10.18	\$19.22	\$0.00	\$74.13

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$36.70	\$7.45	\$13.75	\$0.00	\$57.90
	06/01/2016	\$37.45	\$7.45	\$13.75	\$0.00	\$58.65
	12/01/2016	\$38.45	\$7.45	\$13.75	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.42	\$7.45	\$13.75	\$0.00	\$56.62
	06/01/2016	\$36.17	\$7.45	\$13.75	\$0.00	\$57.37
	12/01/2016	\$37.17	\$7.45	\$13.75	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$33.62	\$10.41	\$10.08	\$0.00	\$54.11
	06/01/2016	\$34.12	\$10.41	\$10.08	\$0.00	\$54.61
	08/01/2016	\$34.12	\$10.91	\$10.08	\$0.00	\$55.11
	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 <i>LABORERS (COMPRESSED AIR)</i>	12/01/2015	\$47.58	\$7.45	\$14.15	\$0.00	\$69.18
	06/01/2016	\$48.33	\$7.45	\$14.15	\$0.00	\$69.93
	12/01/2016	\$49.33	\$7.45	\$14.15	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2015	\$49.58	\$7.45	\$14.15	\$0.00	\$71.18
	06/01/2016	\$50.33	\$7.45	\$14.15	\$0.00	\$71.93
	12/01/2016	\$51.33	\$7.45	\$14.15	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2015	\$39.65	\$7.45	\$14.15	\$0.00	\$61.25
	06/01/2016	\$40.40	\$7.45	\$14.15	\$0.00	\$62.00
	12/01/2016	\$41.40	\$7.45	\$14.15	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2015	\$41.65	\$7.45	\$14.15	\$0.00	\$63.25
	06/01/2016	\$42.40	\$7.45	\$14.15	\$0.00	\$64.00
	12/01/2016	\$43.40	\$7.45	\$14.15	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
	06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
	08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2015	\$35.60	\$7.45	\$13.55	\$0.00	\$56.60
	06/01/2016	\$36.35	\$7.45	\$13.55	\$0.00	\$57.35
	12/01/2016	\$37.35	\$7.45	\$13.55	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2015	\$50.46	\$10.82	\$15.14	\$0.00	\$76.42
	03/01/2016	\$51.61	\$10.82	\$15.14	\$0.00	\$77.57
	09/01/2016	\$52.66	\$10.82	\$15.14	\$0.00	\$78.62
	03/01/2017	\$53.66	\$10.82	\$15.14	\$0.00	\$79.62
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$26.11	\$7.25	\$1.78	\$0.00	\$35.14
	08/28/2016	\$26.61	\$7.50	\$1.80	\$0.00	\$35.91
	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$36.98	\$7.25	\$8.12	\$0.00	\$52.35
	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$30.46	\$7.25	\$8.34	\$0.00	\$46.05
	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$23.93	\$7.25	\$1.72	\$0.00	\$32.90
	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$36.98	\$7.25	\$12.29	\$0.00	\$56.52
	08/28/2016	\$37.70	\$7.50	\$12.95	\$0.00	\$58.15
	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$32.63	\$7.25	\$9.05	\$0.00	\$48.93
	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$23.93	\$7.25	\$1.72	\$0.00	\$32.90
	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$19.58	\$7.25	\$1.59	\$0.00	\$28.42
	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2015	\$43.51	\$7.25	\$15.06	\$0.00	\$65.82
	08/28/2016	\$44.35	\$7.50	\$15.83	\$0.00	\$67.68
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LINEMAN (Outside Electrical) - East Local 104
Effective Date - 08/30/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.11	\$7.25	\$3.28	\$0.00	\$36.64
2	65	\$28.28	\$7.25	\$3.35	\$0.00	\$38.88
3	70	\$30.46	\$7.25	\$3.41	\$0.00	\$41.12
4	75	\$32.63	\$7.25	\$4.98	\$0.00	\$44.86
5	80	\$34.81	\$7.25	\$5.04	\$0.00	\$47.10
6	85	\$36.98	\$7.25	\$5.11	\$0.00	\$49.34
7	90	\$39.16	\$7.25	\$7.17	\$0.00	\$53.58

Effective Date - 08/28/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61	\$7.50	\$3.30	\$0.00	\$37.41
2	65	\$28.83	\$7.50	\$3.36	\$0.00	\$39.69
3	70	\$31.05	\$7.50	\$3.43	\$0.00	\$41.98
4	75	\$33.26	\$7.50	\$5.00	\$0.00	\$45.76
5	80	\$35.48	\$7.50	\$5.06	\$0.00	\$48.04
6	85	\$37.70	\$7.50	\$5.13	\$0.00	\$50.33
7	90	\$39.92	\$7.50	\$7.20	\$0.00	\$54.62

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Unemployment

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.

ATTACHMENT C

FEDERAL DAVIS BACON WAGE RATES

General Decision Number: MA160013 01/22/2016 MA13

Superseded General Decision Number: MA20150013

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

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

HEAVY AND MARINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/22/2016

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 38.25	17.04

BRMA0001-011 09/01/2015

FOXBORO CHAPTER

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

Rates	Fringes
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Bricklayer/Cement Mason.....\$ 47.76 28.25

BRMA0001-012 09/01/2015

LOWELL CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 47.76	28.25

BRMA0001-013 09/01/2015

LOWELL CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 47.76	28.25

BRMA0003-001 08/01/2015

	Rates	Fringes
Marble & Tile Finisher.....	\$ 38.08	27.55
Marble, Tile & Terrazzo Workers.....	\$ 49.90	29.07
TERRAZZO FINISHER.....	\$ 48.80	28.90

BRMA0003-003 08/01/2015

BOSTON CHAPTER

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

	Rates	Fringes
BRICKLAYER.....	\$ 49.86	29.12

BRMA0003-011 08/01/2015

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead,

Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield, Wakefield, Wenham, West Newbury); and MIDDLESEX (North Reading, Reading, Wakefield)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 49.86	29.12

BRMA0003-012 08/01/2015

	Rates	Fringes
BRICKLAYER		
WALTHAM CHAPTER -		
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester, Woburn).....		
	\$ 49.86	29.12

BRMA0003-014 08/01/2015

QUINCY CHAPTER

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

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 49.86	29.12

BRMA0003-025 08/01/2015

NEW BEDFORD CHAPTER

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

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 49.86	29.12

BRMA0003-033 08/01/2015

NEWTON CHAPTER

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

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 49.86	29.12

CARP0026-003 03/01/2015

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Braintree, Canton, Cohasset, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.75	26.88

CARP0033-003 03/01/2015

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); AND SUFFOLK COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.30	27.38

CARP0056-001 08/01/2015

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

CARP0056-002 08/01/2015

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

CARP0056-003 08/01/2015

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

 CARP0056-004 08/01/2015

	Rates	Fringes
DIVER TENDER.....	\$ 42.04	29.73
DIVER.....	\$ 58.86	29.73

 CARP0424-001 03/01/2015

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH
 (Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke
 Rockland, Scituate)

	Rates	Fringes
CARPENTER.....	\$ 35.75	26.88

 CARP0624-002 03/01/2015

DUKES; NANTUCKET

	Rates	Fringes
CARPENTER.....	\$ 42.30	27.38

 CARP0624-006 03/01/2015

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro);
 NORFOLK (Avon, Holbrook, Randolph, Stoughton); PLYMOUTH
 (Bridgewater, Kingston, Lakeville, Middleboro, Plymouth, S.
 Hanover, Whitman)

	Rates	Fringes
CARPENTER.....	\$ 35.75	26.88

 CARP1121-001 04/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 36.64	27.88

 ELEC0096-001 12/01/2015

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton,
 Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

	Rates	Fringes
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ELECTRICIAN.....	\$ 39.37	11%+18.26
Teledata System Installer.....	\$ 26.83	3%+20.46

ELEC0099-001 06/01/2015

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.83	59.94%
Teledata System Installer.....	\$ 26.87	13.72%+3.33

ELEC0103-002 09/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 45.67	29.58

ELEC0103-004 09/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 45.67	29.58

ELEC0103-005 09/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 45.67	29.58

ELEC0104-001 08/31/2014

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 43.51	21.64+A
Equipment Operator.....	\$ 36.98	18.93+A
Groundman.....	\$ 23.93	12.26+A
Lineman.....	\$ 43.51	21.64+A

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

 ELEC0223-002 09/01/2015

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twns); NORFOLK (Avon, Halbrook, Randolph, Sloughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.31	27.75%+9.85

 ENGI0004-009 12/01/2015

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 43.73	25.80+A
Group 2.....	\$ 43.31	25.80+A
Group 3.....	\$ 30.13	25.80+A
Group 4.....	\$ 36.34	25.80+A
Group 5.....	\$ 22.27	25.80+A
Group 6.....	\$ 26.08	25.80+A

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft. +2.12
 Over 185 ft. +3.72
 Over 210 ft. +5.23
 Over 250 ft. +7.92
 Over 295 ft. +10.97
 Over 350 ft. +12.76

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS [HEAVY CONSTRUCTION]

GROUP 1: Power shovel; crane; truck crane; derrick; pile driver; trenching machine; mechanical hoist pavement breaker; cement concrete paver; dragline; hoisting engine; three drum machine; pumpcrete machine; loaders; shovel

dozer; front end loader; mucking machine; shaft hoist; steam engine; backhoe; gradall; cable way; fork lift; cherry picker; boring machine; rotary drill; post hole hammer; post hole digger; asphalt plant on job site; concrete batching and/or mixing plant on job site; crusher plant on job site; paving concrete mixer; timber jack

GROUP 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; bulldozer; tractor; mechanic - maintenance; York rake; mulching machine; paving screed machine; stationary steam boiler; paving concrete finishing machine; grout pump; portable steam boiler; portable steam generator; roller; spreader; asphalt paver; locomotives or machines used in place thereof; tamper (self propelled or tractor-draw); cal tracks; ballast regulator; rail anchor machine; switch tamper; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; sighting plant; heaters (power driven, 1- 5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air steam, conveyor, wellpoint system (operating)

GROUP 4: Assitant engineer (fireman)

GROUP 5: Oiler (other than truck cranes and gradalls)

GROUP 6: Oiler (on truck cranes and gradalls)

IRON0007-001 03/16/2015

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester, Lynn, Lynnfield, Manchester, Marblehead, Nahant, Rockport, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Carlisle, Concord, Dunstable, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); PLYMOUTH (Abington, Bridgewater, Brocton, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater, Whitman); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action, Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilminton)

	Rates	Fringes
IRONWORKER		
AREA 1.....	\$ 42.11	28.67
AREA 2.....	\$ 37.70	28.67

IRON0007-010 03/16/2015

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 41.81	28.67

IRON0037-002 03/16/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 33.96	23.77

LABO0022-006 06/01/2015

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 35.10	21.20
GROUP 2.....	\$ 35.35	21.20
GROUP 3.....	\$ 35.85	21.20
GROUP 4.....	\$ 36.10	21.20
GROUP 5.....	\$ 20.50	21.20
GROUP 6.....	\$ 37.10	21.20

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator

GROUP 3: Air track operator; block paver; rammer; curb setter

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LABO0022-012 06/01/2015

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.15	20.30
GROUP 2.....	\$ 31.40	20.30
GROUP 3.....	\$ 31.90	20.30
GROUP 4.....	\$ 32.15	20.30
GROUP 5.....	\$ 20.50	20.30
GROUP 6.....	\$ 33.15	20.30

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drilloperator

GROUP 3: Air track operator; block paver; rammer; curb setter; hydraulic & similar self powere drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LABO0022-013 06/01/2015

	Rates	Fringes
Laborers:		
(FREE AIR OPERATION):		
SHIELD DRIVEN AND LINER		
PLATE IN FREE AIR)		
GROUP 1.....	\$ 39.40	21.80+a
GROUP 2.....	\$ 39.40	21.80+a
(OPEN AIR CASSONS,		

UNDERPINNING AND TEST
BORING INDUSTRIES):

TEST BORING & WELL DRILLING

Driller.....	\$ 33.70	19.85+A
Laborer.....	\$ 32.30	19.85+A

(OPEN AIR CASSONS,
UNDERPINNING AND TEST
BORING INDUSTRIES):

OPEN AIR CASSON,
UNDERPINNING WORK & BORING
CREW

Bottom man.....	\$ 33.45	19.85+A
Laborers; Top man.....	\$ 32.30	19.85+A

(TUNNELS, CAISSON &
CYLINDER WORK IN
COMPRESSED AIR)

GROUP 1.....	\$ 36.85	21.80+a
GROUP 2.....	\$ 47.33	21.80+a
GROUP 3.....	\$ 47.33	21.80+a
GROUP 4.....	\$ 47.33	21.80+a
GROUP 5.....	\$ 47.33	21.80+a
GROUP 6.....	\$ 49.33	21.80+a

CLEANING CONCRETE AND
CAULKING TUNNEL (Both New
& Existing)

GROUP 1.....	\$ 39.40	21.80+a
GROUP 2.....	\$ 39.40	21.80+a

ROCK SHAFT, CONCRETE
LINING OF SAME AND TUNNEL
IN FREE AIR

GROUP 1.....	\$ 36.85	21.80+a
GROUP 2.....	\$ 39.40	21.80+a
GROUP 3.....	\$ 39.40	21.80+a
GROUP 4.....	\$ 39.40	21.80+a
GROUP 5.....	\$ 41.40	21.80+a

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

GROUP 1: Powder watchman; Top man on iron bolt; change house attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer; outside lock tender; lock tender; guage tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the "HOT" zone. (A premium of two dollars \$2.00 per hour over the basic wage rate.

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

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

GROUP 2: Brakeman; trackman

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

GROUP 1: Concrete workers; strippers and form movers (wood & steel), cement finisher

GROUP 2: Form erector (wood & steel and all accessories)

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

GROUP 1: Change house attendants

GROUP 2: Laborers, topside, bottom men (when heading is 50 ft. from shaft) and all other laborers

GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

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

FOOTNOTE FOR LABORERS:

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

LABO1421-001 06/01/2015

WRECKING LABORERS:

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 35.25	21.20
Group 2.....	\$ 36.00	21.20
Group 3.....	\$ 36.25	21.20
Group 4.....	\$ 31.25	21.20
Group 5.....	\$ 34.35	21.20
Group 6.....	\$ 35.25	21.20

- Group 1: Adzeman, Wrecking Laborer.
- Group 2: Burners, Jackhammers.
- Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws.
- Group 4: Yardman (Salvage Yard Only).
- Group 5: Yardman, Burners, Sawyers.
- Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0035-001 01/01/2015

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

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 36.26	25.95
Spray, Sandblast.....	\$ 37.66	25.95
REPAINT:		
Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 34.32	25.95
Spray, Sandblast.....	\$ 35.72	25.95

PAIN0035-015 01/01/2015

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

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 42.05	25.95
Spray, Sandblast.....	\$ 43.45	25.95
REPAINT:		
Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 40.11	25.95
Spray, Sandblast.....	\$ 41.51	25.95

* PLAS0534-001 01/01/2016

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.65	33.11

 PLUM0004-001 09/01/2014

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
 Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 41.11	24.71

 PLUM0012-001 09/01/2013

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

	Rates	Fringes
PLUMBER.....	\$ 44.98	24.56

 PLUM0012-003 09/01/2013

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.98	24.56

 PLUM0012-006 09/01/2013

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott);
 MIDDLESEX (Acton, Arlington, Ashland, Ayer - except W. of
 Greenville Branch of Boston & Maine RR, Bedford, Belmont,
 Billerica, Boxboro, Burlington, Cambridge, Carlisle,
 Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,
 Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton,
 Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,
 Newton, North Reading, Pepperell, Reading, Sherborn,
 Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro,

Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK

	Rates	Fringes
PLUMBER.....	\$ 49.06	24.56

 PLUM0051-005 03/01/2014

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph, Stoughton) PLYMOUTH (Remainder of County)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.51	27.32

 PLUM0537-001 09/01/2015

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

	Rates	Fringes
PIPEFITTER.....	\$ 50.69	27.76

 TEAM0379-001 08/01/2015

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 31.48	20.65+A+B
Group 2.....	\$ 31.65	20.65+A+B
Group 3.....	\$ 31.72	20.65+A+B
Group 4.....	\$ 31.84	20.65+A+B
Group 5.....	\$ 31.94	20.65+A+B
Group 6.....	\$ 32.23	20.65+A+B
Group 7.....	\$ 32.52	20.65+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE
 TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE

HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

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

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

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

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

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

TAX COMPLIANCE CERTIFICATION

STATEMENT OF CORPORATE AUTHORITY

CERTIFICATE OF NON-COLLUSION
MANDATORY

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

Dated: _____

Name of Company or Corporation

Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.

Signature

Social Security or Federal ID No.

Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____

held on _____ at which time all voted that _____

of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate seal thereto, and such execution of any contract

of obligation in this Company's name on its behalf by such person _____ under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,
ATTEST:

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of _____ and that

_____ is duly elected _____

of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE SEAL)

ATTACHMENT E

City of Chelsea
Conflict of Interest Law
Compliance Statement and Requirements for Vendors

On July 1, 2009, the Legislature enacted Chapter 28 of the Acts of 2009 which made changes to Mass. General Laws c. 268A and c. 268B, the Massachusetts' Conflict of Interest Law. On November 9, 2009, the Chelsea City Council designated the Chelsea City Solicitor as the Municipal Liaison to the State Ethics Commission and responsible for the facilitation of Chelsea's obligation to comply with the changes in the law.

The City has a requirement for compliance, which is to make sure that all municipal elected officials, board and commission members, and employees **including vendors** are provided copies of the Summaries of the Ethics Laws.

Enclosed is a packet that should be copied and provide to each one of your employees who are assigned to work in Chelsea; including yourself. At the end of the summary is an acknowledgement of receipt of the summary. The acknowledgments must be submitted along with any purchase order or contract with the City of Chelsea. All documents pursuant to this new law will be kept on file in the City Clerk's Office

The Procurement Officer will contact you directly, if there is a determination that you or your staff should undergo the Conflict of Interest Online Training Program.

If you have any questions, feel free to contact the Chelsea City Solicitor at 617-466-4150 as soon as possible.

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example of violation : A town administrator accepts reduced rental payments from developers.

Example of violation : A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions . There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation : A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation : A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A municipal employee may not use her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use her official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation : A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation : A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation : A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation : A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation : A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example : A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation : An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

Example of violation : A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation : A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example : A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other

than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation : A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation : A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the

matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example : A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example : A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an "inside track" to further financial opportunities.

Example of violation : Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation : A selectman buys a surplus truck from the town DPW.

Example of violation : A full-time secretary for the board of health wants to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation : A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation : A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example : An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example: While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example: A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

* * * * *

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, <http://www.mass.gov/ethics> contains further information about how the law applies in many situations. You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

City of Chelsea
Conflict of Interest Law

Compliance Statement and Requirements for Vendors

ACKNOWLEDGMENT OF RECEIPT

I, _____,
(first and last name)

an employee at _____,
(name of vendor)

Hereby acknowledge that I received a copy of the summary of the conflict of interest law for municipal employees, revised December 23, 2011, on

_____.
(date)

The City has a requirement for compliance, which is to make sure that all **vendors** are provided copies of the Summary of the Conflict of Interest Law for Municipal Employees (including Vendors).

VENDORS should copy the Summary of the Conflict of Interest Law and provide it to each one of the employees who are assigned to work in Chelsea.

Each employee shall complete the "Acknowledgment of Receipt" and the Vendor shall return the acknowledgments-only (not the Summary) to the Chelsea the Chelsea Procurement Office.

The "Acknowledgment of Receipt" must be submitted along with any purchase order or contract with the City of Chelsea

ATTACHMENT F

Contracts entered into as a result of this Invitation to Bid are governed by all of the requirements as identified in this Attachment F – consisting of two Exhibits:

- Exhibit A – Sample DHCD Contract with CDBG Requirements & Regulations
- Exhibit B – Additional CDBG Terms and Conditions

Community Development Block Grant Rules and Regulations

Exhibit A – Sample DHCD Contract & Contract Requirements

1. OWNER /CONTRACTOR AGREEMENT	2
2. SAMPLE NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE	3
GENERAL CONDITIONS:	
3. Funding Source	3
4. Contract Plans and Specifications	3
5. Additional Instructions and Detail Drawings	3
6. Shop or Setting Drawings	4
7. Materials, Services and Facilities	4
8. Contractor’s Title to Materials	4
9. Title to Work	4
10. Inspection and Testing of Materials	4
11. Express Warranty	4
12. Maintenance and Guarantee	5
13. “Or Equal” Clause	5
14. Survey’s Permits and Regulations	5
15. Contractor’s Obligations	5
16. Weather Conditions	6
17. Protection of Work and Property – Emergency.	6
18. Inspection	6
19. Reports, Records and Data	6
20. Superintendence by Contactor	6
21. Change in Work	7
22. Time for Completion and Liquidated Damages	7
23. Correction of Work	8
24. Subsurface Conditions Found Different.	8
25. Right of Owner to Terminate Contract	8
26. Payments to Contractor	9
27. Indemnification	9
28. Acceptance of Final Payment Constitutes Release	10
29. Insurance	10
30. Flood Disaster Protection	11
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OWNER / CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of 20__, by and between the **CITY OF CHELSEA, MASSACHUSETTS** hereinafter called the "Owner", and _____, hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all of the Work required by the Contract Documents for the _____, prepared by _____ acting as the Consultant, and referred to in these Contract Documents as the "Engineer".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the WRITTEN "Notice to Proceed" from the Owner and shall bring the work to Substantial Completion within _____ calendar days of said date. Damages for delays in the performance of the work shall be in accordance with the Conditions of the Contract.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order(s) the Contract Sum of _____. The Contract Sum is divided as follows:

- Item 1: The Work of the Contractor being all Work other than that covered by Item 2..... \$ _____

Article 4. THE CONTRACT DOCUMENTS: The following together with this Agreement form and the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: the Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; the Drawings as enumerated in the List of Contract Drawings; Addenda; and Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract, shall have the meanings designated in the Conditions.

Article 5. ALTERNATIVES:
The following Alternatives have been accepted and their costs are included in the Contract Sum stated in Article 3 of the Agreement: Alternate No(s): () and ().

Article 6. REAP CERTIFICATION: Pursuant the Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

CONTRACTOR

AWARDING AUTHORITY

Name of Contractor

Name of Authority

Address

Signature and Seal

By: _____
Signature and Seal

Title

Witness: _____

Attest: _____

If a corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

2. Notice to Proceed & Pre-Construction Conference

A written Notice to Proceed (see example at end of this document – page 49) shall be issued to the Contractor after receipt of the following: proof of required insurance, an EEO poster has been posted in a conspicuous place at the job site, the Contractor has designated an EEO Coordinator, the Federal Wage Decision has been posted in a conspicuous place, the Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements has been submitted to the project manager, and the Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements has been submitted to the awarding authority. No work shall be performed by the Contractor until he has received the Notice to Proceed.

Prior to the start of construction, the Contractor, all subcontractors, the project manager, and the owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed in him and his subcontractors by the Executive Orders concerning Equal Employment Opportunity and Davis-Bacon Act requirements and other Federal labor standards requirements.

The date, time, and place of the conference will be furnished to the Contractor by the project manager.

GENERAL CONDITIONS

3. Funding Source

The project to be constructed and pursuant to this Contract will be financed with assistance from the (Massachusetts Community Development Block Grant Program) and is subject to all applicable Federal, State and local regulations.

4. Contract Plans and Specification

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of the Contract and the Provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

5. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions as detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in the accordance with said schedule, and (b) a schedule fixing the respective date for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with progress of the work.

6. Shop or Setting Drawings

The Contractor shall submit promptly to the Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

7. Materials, Services and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work with the specific time.
- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

8. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any 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 he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

9. Title to Work

The title to all work completed and in the course of construction and of all material on account of which any payment has been made shall be in the Owner.

10. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

11. Express Warranty

The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Contractor also guarantees that all work will be done in a workmanlike manner, free from defects, and in conformance with any specifications mentioned in the contract.

12. Maintenance and Guarantee

The Contractor hereby guarantees that the entire work constructed by him under the contract will meet fully all requirements thereof as the quality of workmanship and of materials furnished by him. The Contractor, hereby agrees to make at his/her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with the respect to any provisions of the specifications. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

13. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

14. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract, and shall comply with provisions of 24 CFR 85.36(h)(1)-(3) and Massachusetts General Laws with respect to bonding or other insurance requirements.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

15. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of the Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplement plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.

16. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

17. Protection of Work and Property – Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 21 below.

18. Inspection

The authorized representatives and agents of the Owner, the Executive Office of Housing and Community Development, the Commonwealth, the grantee, and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials and other relevant data and records.

19. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records must be retained by the Contractor for a period of seven years from completion of the work.

20. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in the capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

21. Change in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor, including foremen.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Insurance.
 - (6) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

22. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually understood and agreed that the work embraced in the Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of the Contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the contract shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due.

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but no restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

23. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

24. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specification, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 21 of the General Conditions.

25. Right to Terminate Contract

The Owner may terminate this Contract by providing the Contractor and the Surety with 10 days written notice specifying the reasons for termination as outlined below:

- (a) Violation of any of the provisions of the Contract by the Contractor or any of his/her subcontractors.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including compliance with applicable federal, state or local laws or regulations, and such procedures or guidelines as may be established for the Massachusetts Community Development Block Grant by EOHCD;
- (d) Cancellation, revocation, suspension or termination by HUD of the grant agreements to the Commonwealth under which the Owner's Community Development Block Grant Agreement is made, or the portion thereof funding this contract.

In the event of any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same completion at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of telegram, mailgram, hand-carried letter, or other appropriate written means.

26. Payments to Contractor

- (a) No later than the tenth day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of the Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract; provided, that the Contractor shall submit his estimate not later than the first day of the month; provided, further, that on completion and acceptance of each separate building, public work or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

27. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner's officers, agents, and all employees from and against them, and local taxes or contribution imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, the Contractor shall exonerate, indemnify and hold harmless the Owner with respect to any

damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

28. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor. No payment, however, final or otherwise, shall operate to release the contractor or his Sureties from any obligations under this Contract or the performance and payment bond.

29. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) *Workmen's Compensation Insurance:*
The Contractor shall procure and shall maintain during the life of the Contract Workmen's Compensation Insurance as required by applicable State or local law for all of his employees and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. MGL C. 152 sec.25C Insurance for workers compensation. (CANNOT BE LESS THAN \$100,000 OF INSURANCE) All contracts for public work must meet the insurance requirements of this chapter.
- (b) *Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:*
The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified below.
- (c) *Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:*
The Contractor shall either (1) require each of his subcontractors to procure and shall maintain during the life of his subcontract, Subcontractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified below, or (2) ensure the activities of his policy, specified in subparagraph (b) hereof.
- (d) *Builder's Risk Insurance (Fire and Extended Coverage):*
Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear.
- (e) *Proof of Insurance:*
The contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance

covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner.”

(f) *Contractor’s & Subcontractor’s Public Liability, Vehicle Liability & Property Damage Insurance:*

The Contractor’s Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$10,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and Contractor’s Property Damage Insurance in an amount of not less than \$100,000.

30. Flood Disaster Protection

The owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of the contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposes under section 102 (a) of the Flood Disaster Protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land which is subject of this contract is not itself funded out of assistance provided under the Housing and Community Development Act of 1974, as amended.

31. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract.

32. Assignments

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

33. Architect/Engineer Authority

The Architect/Engineer shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer’s estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be dispute.

34. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

35. Subcontract

The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

36. Interest of Member of or Delegate of Congress

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

37. Other Prohibited Interests

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

38. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for the time lost by such delay with such determination to be set forth in writing.

39. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records any may be deemed necessary by the Municipality to assure proper accounting for all project funds,

both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for seven years after final Mass. CDBG audit.

40. Age Discrimination Act of 1975 (for contracts over (\$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance.

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.). The Age Discrimination in Employment Act prohibits arbitrary age discrimination in employment.

41. Non-Discrimination

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116, 143 and 227, and MASS. CDBG regulations, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and MASS. CDBG guidelines, procedures, or regulations.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract and will require all of its subcontractors to incorporate such requirements in all subcontracts for program work.

Contract subject to Federal Executive Order 11246, as amended, shall be subject to HUD Equal Employment Opportunity regulation at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Contractor shall send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract understanding, a notice advertising the said labor union or worker's representatives of the Contractor's commitment under this subsection and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of noncompliance by the Contractor with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract or federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations, or orders of the Secretary of Labor, as otherwise provided by law.

The Contractor shall include the provisions set forth herein every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as HUD or MASS. CDBG may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

42. Termination of Contract

The Owner may suspend or terminate this Contract by providing the recipient with ten (10) days written notice for reasons outlined as follows:

- (a) Failure of the Grantee, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including compliance with applicable federal, state or local laws or regulations, and such procedures or guidelines as may be established for the Massachusetts Community Development Block Grant;
- (b) Cancellation, revision, suspension or termination by HUD of the grant agreements to the Commonwealth under which the Owner's Community Development Block Grant Agreement is made, or the portion thereof funding this contract.

43. Non Federal Labor-Standards Provisions

The following Massachusetts Labor-Standards Provisions, including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in the Contract pursuant to the requirements of applicable State or local laws. The inclusion of such provisions shall not be construed to relieve the Contractor or any Subcontractor from the pertinent requirements of a corresponding Federal Labor-Standards Provisions of this Contract. If the minimum rates of pay set forth below are higher than the minimum rates of pay required by or set forth in the Federal Labor Standards Provisions of this Contract for the corresponding classifications, the minimum rates of pay set forth below shall, for the purposes of this Contract, be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Massachusetts Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

44. Schedule of Salaries and Wages

The minimum wage rates and health and welfare fund contributions applicable to this Contract as determined by the Commissioner, Department of Labor and Industries, Commonwealth of Massachusetts under the provisions of the Massachusetts General Laws, Chapter 149, Section 26-27D. The greater of Federal or State prevailing wages, when both are applicable, shall be paid under this contract and reported as required.

45. Labor Provisions

- (a) In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are male veterans as defined in clause forty-third of M.G.L. c.4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with M.G.L. c. 149, s. 26.
- (b) The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry unless the Federal rates are higher.
- (c) In accordance with M.G.L. c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. c. 152 to all persons to be employed under the terms of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of M.G.L. c.149, s.34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and , in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.
- (d) The Contractor shall pay to any reserve police officer employed by him the prevailing rate of wage paid to regular police officers, as required by M.G.L. c.149, s.34B.

46. Environmental Requirements

The Contractor shall comply, where applicable, with: federal Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16U.S.C. 1456 (c) and (d)); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. 349), as amended; the Endangered Species Act of 193 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c)); the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, particularly section 176(c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); “The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped,” Number A-117.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Protection of Wetlands Laws.

47. Historic Preservation

The Contractor shall, in the performance of environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S.C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

48. Compliance with Air and Water Acts (for contracts exceeding \$100,000)

In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner the following:

- (a) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (b) Agreement by the Contractor to comply with all requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Contract Act, as amended, (USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- (c) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

49. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structure is subject to the HUD-Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations.

The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof, and requirements of M.G.L. Ch.111, Sec. 190-191, and the regulations for Lead Poisoning.

50. Compliance with the Massachusetts Community Development Block Grant Program Contract

Unless modified or changed by any special terms or conditions set forth in the Grant Contracts, all activities authorized by this Contract shall be subject to and performed in accordance with Appendix A and all other provisions of said Grant Contract, and all applicable federal, state, and local laws and regulations, including but not limited to those cited within the said Agreement, and any applicable regulations issued by HUD published 24 CFR Part 570, as may be amended from time to time, and any procedures and guidelines as may be established by MASS. CDBG for the Massachusetts Community Development Block Grant Program.

51. Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed. Further, the Contractor shall adhere to the revisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.

52. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

53. Availability of Funds

The compensation provided by this agreement is subject to the continued availability of federal funds for the Massachusetts Small Cities Program/MASS. CDBG, and to the continued eligibility of the Commonwealth and the Owner to receive such funds.

54. Confidentiality

The Contractor will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L. C. 66, section 10, regarding access to public records.

FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

Whereas, the said Principal has made a Contract with the Obligee, bearing the date of _____, 20__
for the construction of the project.

The conditions of this obligation is such that if the Principal and all Subcontractors under said Contract
shall well and truly keep and perform all of the undertakings, covenants, agreement, terms, and conditions
of said Contract on its part to be kept and performed during the original term of said Contract and
extensions that may be granted by the Obligee, with or without notice to the Surety, and during the life and
any guarantee required under the Contract, and shall well and truly keep and perform all the undertakings,
covenants, agreements, terms, and conditions of all duly authorized modifications, alterations, changes or
additions to said Contract that may be made, notice to the Surety of such modifications, alterations, changes
or additions being hereby waived, then this obligation shall become void; otherwise, it shall remain in full
force and virtue.

In the event that the Contract is abandoned by the Principal, or in the event that the Obligee, under the
provisions of Article 14 of the Supplementary Conditions of said Contract ends the employment of the
Principal or the authority of the Principal to continue the work, said Surety hereby further agrees that it
shall, if requested in writing by the Obligee, take action as is necessary to complete said Contract.

In witness whereof, the Principal and Surety have set their hands and seals this

_____ day of _____, 20__.

PRINCIPAL

SURETY

(Name & Seal)

(Attorney-in-Fact) (Seal)

(Title)

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____.
The total premium for this bond is \$ _____.

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Whereas, the said Principal has made a contract with the Oblige, bearing the date of _____, 20____, for the construction of the _____project in Chelsea, Massachusetts.

Now the conditions of this obligation are such that if the Principal and Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes, or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes, or additions being hereby waived the foregoing to include any other purposes or items set out in, and to be subject to, provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended and Federal Regulation 34 CFR 85.36(h), then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this _____day of _____, 20____.

PRINCIPAL

SURETY

(Title)

(Attorney-in-fact)

Seal:

Seal

Attest:

Attest:

Certification of Bidder Regarding Equal Employment Opportunity

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)	
Instruction	
<p>This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub contractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contracts shall be awarded unless such report is submitted.</p>	
Certification by Bidder	
Name and Address of Bidder (include zip code)	
<p>1. Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause. Yes _____ No _____</p>	
<p>2. Compliance Reports were required to be filed in connection with such contract or sub contract. Yes _____ No _____</p>	
<p>3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257). Yes _____ No _____ None Required _____</p>	
<p>4. Have you ever been or are you being considered for sanction due to a violation of Executive Order 11246, as amended? Yes _____ No _____</p>	
Name and Title of Signer (please type)	
Signature	Date

Assurance of Compliance (Section 3, HUD Act of 1968)
TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES
FOR BUSINESS AND LOWER INCOME PERSONS

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understand, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has a notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions that are filled
 - (a) After the Contractor is selected but before the contract is executed, and
 - (b) With persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contract.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible
 - (i) Preference and opportunities for training and employment shall be given to Indians, and
 - (ii) Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Date: _____ Applicant _____
Address _____

Authorized Signature _____

Section 3 Plan
Please insert plan here.

Certificate of Owner's Attorney Regarding Contract Execution

I, the undersigned, _____, the duly authorized and acting legal representative of _____ do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

**Federal Labor Standards Provisions
(Reproduced from HUD-4010 (2-84))**

**U.S. Department of Housing and Urban
Development, Office of Labor Relations**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages

All laborers and mechanics employed or working upon this site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at their rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates

conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by a classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry, and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee

shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds under such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of work. Such records shall contain the name, address, and social security number of each such worker, his or her corrected classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and covered address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for the purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the person employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR

5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee of the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the

work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act

Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designees may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to

be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such

District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor

pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment to Federal Labor Standards Provisions

So-Called “Anti-Kickback Act” and Regulations Promulgated Pursuant Thereto by The Secretary of Labor. United States Department of Labor. Title 18, U.S.C., Section 874 (HUD-4010.1, 2-76) (Replace section I of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., section 276B) pursuant to the Act of June 25, 1948, 62 Stat. 862).

Kickbacks from Public Works Employees

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

Section 2 of the Act of June 13, 1934, as amended (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., section 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 of the United States Code shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term “this part,” as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

Title 29- Labor, Subtitle A-Office of the Secretary of Labor, Part 3 Contractors and Subcontractors on Public Building or Public Work financed in Whole or in part by loans or grants from the United States.

3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

3.2 Definitions.

As used in the regulations in this part:

- (a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.
- (b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
- (g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

3.3 Weekly statement with respect to payment of wages.

- (a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid

each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 CFR 9S, January 4, 1964, as amended at 33 CFR 10186, July 17, 1968)

3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. *A bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:
- (1) The deduction is not otherwise prohibited by law;
 - (2) It is either:
 - (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
 - (ii) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
 - (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the “reasonable cost” of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 431 of this title. When such a deduction is made the additional records required under section S16.27(a) of this title shall be kept.

3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either
 - (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable.

Special Equal Opportunity Provisions:

- A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246 as, as amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

- B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

- a) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of the Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000)

- a) The Contractor’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
- b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
8.25%	2.09 %

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. As used in this notice, and in the contract resulting from the solicitation, the “covered area” is Chelsea, Massachusetts in Suffolk County.

Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications (Executive Order 11426)

- a. As used in these specifications:
 - (1) “Covered Area” means the geographical area described in the solicitation from which this contract resulted;
 - (2) “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority
 - (3) “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) “Minority” includes:

- (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (5) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted. **NOT APPLICABLE TO FILED SUBCONTRACTORS AS DEFINED BY MGL c.149 §44F**
- (6) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (7) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (8) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer

either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- (9) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (10) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) The Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (11) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (12) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (13) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (14) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (15) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (16) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (17) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (18) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

D. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (from Federal Register 6/30/94)

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of the Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set for minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions that are filled

- a) after the contractor is selected but before the contract is executed, and
- b) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indiana housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible

- a) Preference and opportunities for training and employment shall be given to Indians, and
- b) Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor will include the provisions of this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Owner, HUD and Mass CDBG may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The paragraphs of this clause shall be included in any subcontracts for construction, demolition or landscaping over \$100,000. If this is a construction, demolition, or landscaping contract for \$50,000 or more, and the contractor has over 50 employees, the contractor shall develop a written

Affirmative Action Program. The program shall provide detailed steps to guarantee equal employment opportunity for minority groups and shall include a table of job classifications.

G. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more of federal funding unless exempted by rules, regulations, or orders of the (federal) secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Section 402 Veterans of the Vietnam Era (if \$10,000 or over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Updated clause from 1/5/95 Federal Register Pages 1985-1987 as follows; first paragraph of number 2 and number 8 a-c)

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a Disabled Veteran or Vietnam Era Veteran in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified Disabled Veterans and Vietnam Era Veterans without discrimination based upon their disability or veteran status, in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or

termination rates of pay or other forms of compensation, and selection for training, including apprenticeships.

2. The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operate corporate affiliate, shall be listed as an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (4) and (5).

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance or referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination employment.
4. The reports required by paragraph (2) of this clause shall include, but not be limited to; periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of the State employment service. Such reports shall indicate for each hiring location
 - a) the number individuals hired during the reporting period,
 - b) the number of nondisabled Vietnam Era Veterans hired,
 - c) the number of disabled Vietnam Era Veterans hired, and
 - d) the total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1987. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

7. The provisions of paragraphs (2), (3), (4), and (5) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause:
 - a) "All employment openings" includes all positions except executive and top management, those positions will be filled from within the contractor's organization or positions lasting three days or less. This term includes full-time employment, temporary employment of more than 3 days; duration, and part-time employment.
 - b) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled...
 - c) "Positions that will be filled from within the contractor's own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside his or her own organization.
 - d) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.
9. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
10. In the event of the contractor's noncompliance with the requirements of this clause; actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
11. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the laws to take affirmative action to employ and advance in employment qualified disabled veterans and Vietnam Era Veterans for employment, and the rights of applicants and employees.
12. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans. Readjustment assistance Act, and is committed to take Affirmative Action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

13. The contractor will include the provisions of this clause in every subcontractor purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

*Sample
Notice of Contract Award and Preconstruction Conference*

TO: _____
FROM: City of Chelsea, Massachusetts
DATE: Month, Day, Year
SUBJECT: Award of Contract and Notice of Preconstruction Conference

This is to inform you that _____(Name of Company) with Federal Withholding No. XXXXXXXXXXXX at _____(address) (phone number) has been awarded a contract (No. XXXXXXXX) to complete the _____ Project in the City of Chelsea, Massachusetts. The number of the applicable wage decision is _____. The contract is for \$_____. The estimated start of construction is XXXXXXXXXXXX. Contract completion is estimated to be XXXXXXXXXXXX. A Preconstruction Conference will be held concerning this project at XXXX on XXXX at Room XXXX, City Hall, 500 Broadway, Chelsea, MA 02150.

**SAMPLE
NOTICE TO PROCEED
TO BE ISSUED BY CITY OF CHELSEA, MA**

_____, 20__

Re: City of Chelsea _____, Chelsea, MA

NOTICE TO PROCEED

Gentlemen:

Pursuant to the terms of your Contract dated _____, for the construction of _____, you are hereby notified to commence work at the start of the business day on _____, 20__. The time for the completion set forth in the Contract is _____ (____) consecutive calendar days, including the starting date which establishes _____, 20__ as the Contract Completion Date.

You are informed that _____ has been appointed Contract Officer and is duly authorized to administer your Contract for the City of Chelsea, Massachusetts. In case, of his/her inability to act in the capacity at any time, _____ has been designated as an alternative. You are instructed to submit, without delay, your Construction Progress Schedule and a breakdown of your Construction Price on a copy of the Application of Payment continuation sheet.

Please acknowledge receipt of this correspondence by executing and dating the original and three (3) copies

Sincerely,

Mr. Joseph C. Foti, Director
Department of Public Works

Accepted by: _____
On behalf of _____

Dated: _____

EXHIBIT B
ADDITIONAL CDBG TERMS AND CONDITIONS

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND DHCD REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter "the Act"), HUD regulations in 24 CFR Part 570 Subpart I, 24 CFR Part 85 (as may be determined applicable by the Massachusetts CDBG Program), and any regulations, directives or guidelines as may be established by the Department for the Massachusetts CDBG Program. Where appropriate, the Contractor shall cause any subgrantees to comply with these requirements.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and the federal government including, but not limited to, the following:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.
2. **Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order 12259**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.
3. **The Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.
4. The **Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor "**anti-kickback**" **regulations at 29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.
5. The **National Environmental Policy Act of 1969** (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.")
6. The **Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. The text of this clause is included in the Massachusetts CDBG Program Operations Manual.
7. **The Residential Lead-Based Paint Hazard Reduction Act of 1992** (42 U.S.C.4851 et seq.) as implemented by regulations at **24 C.F.R. Part 35**, which establishes requirements to protect children

from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 C.F.R. Part 35** became effective on September 15, 2000.

8. Regulations at **24 CFR Part 44**, “Non-Federal Audit Requirements for State and Local Government.”
9. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 U.S.C. 4601 et seq.) and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606 and 24 CFR Part 42 cited in 24 CFR 570.488**), which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.
10. Department of Labor Regulations at **41 CFR Part 60-1**, implementing **Executive Order 11246**, which require the Contractor to adopt equal employment practices and cooperate with the Secretary of Labor in assuring compliance by subgrantees. The Contractor shall include this requirement in agreements with subgrantees. In addition, for all subcontracts which are nonexempt as defined in 41 CFR 60-1.5 (generally, subcontracts in excess of \$10,000), the Contractor shall include in the agreement the "equal opportunity clause" set forth in 41 CFR 60-1.4(b) for construction contracts, and in 41 CFR 60-1.4(a) for all other contracts.
11. **The Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and **The Americans with Disabilities Act of 1990** (42 U.S.C. 12101 et seq.), which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees.
12. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) as supplemented by HUD regulations at 24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures.
13. **Massachusetts CDBG Program Operations Manual**. In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document.
14. **Political Activity Prohibited Under the Hatch Act**. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et. seq.) which limits political activity by employees whose principle employment is in connection with an activity which is financed in whole or in part by federal funds.
15. Regulations at **41 CFR Part 60-250**, entitled “Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era.”
16. **Conflict of Interest**. The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
17. **Administrative Requirements**. Governmental and non-governmental subrecipients, as applicable, shall comply with **OMB Circular A-122**, “Cost Principles for Non-Profit Organizations” or **OMB Circular A-21** “Cost Principles for Educational Institutions,” as applicable; 24 CFR Part 84, “Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” as modified by 24 CFR 570.502(b); and **OMB Circular A-133**, “Audits of States, Local Governments and Non-Profit Organizations.”

Plans for the
SITE IMPROVEMENTS OF
KABOOM PARK
254 Spruce Street
CHELSEA, MASSACHUSETTS 02150

Thomas G. Ambrosino, City Manager

DEPARTMENT OF PLANNING AND DEVELOPMENT

John DePriest, AICP, Director

Prepared by:

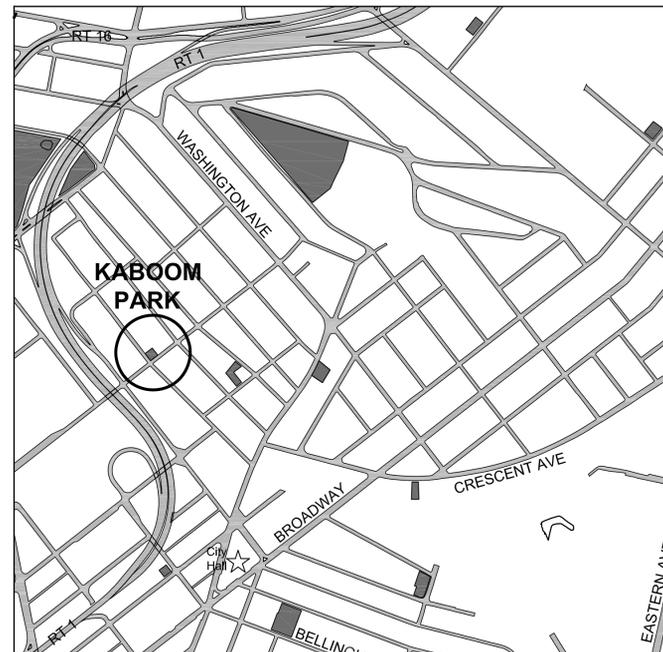
CBA | Landscape Architects LLC

24 THORNDIKE STREET | CAMBRIDGE MA 02141
phone 617.945.9760 | www.cbaland.com | cba@cbaland.com

landscape architecture | urban design | master planning

LOCUS PLAN:

SCALE: 1" = 1,000 ft.



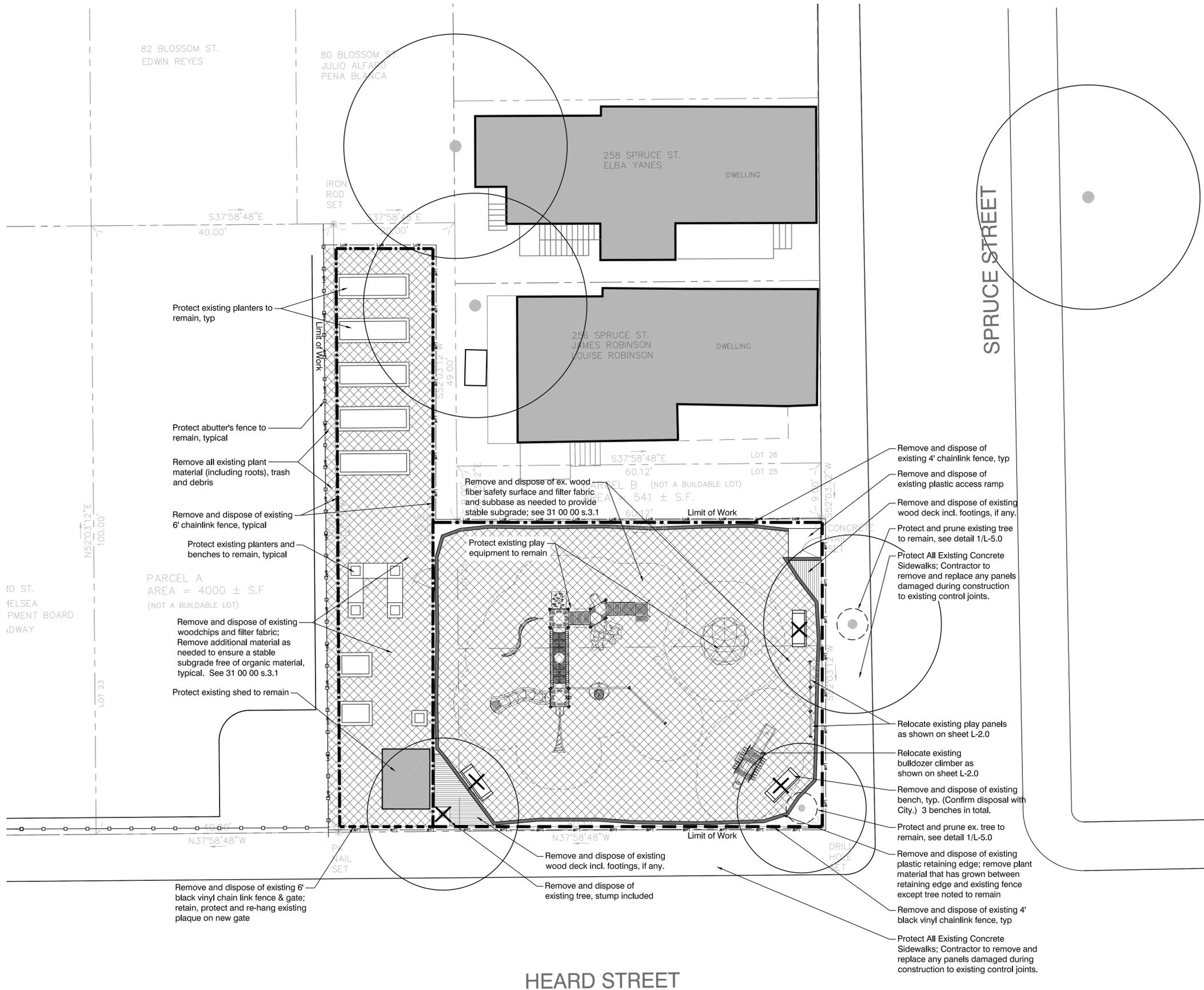
February, 2016

CONSTRUCTION DOCUMENTS

DRAWING LIST - Project No. 1308

- L-1.0 Demolition Plan
- L-2.0 Materials Plan
- L-3.0 Layout Plan
- L-4.0 Grading & Planting Plan
- L-5.0 Site Details
- L-5.1 Site Details
- L-5.2 Site Details





DEMOLITION NOTES

- The Landscape Contractor shall verify location of and protect all utilities, drainage, and sub-drainage structures, prior to starting construction. Call DIG-SAFE.
- Landscape Contractor shall review items to be removed with Landscape Architect prior to commencement of work. All materials to be disposed of off-site properly and in accordance with all local and state regulations.
- Protect from damage all trees, walls, stairs, paving, and any other site feature that is not designated for removal.
- All trees marked for protection are to be pruned by a licensed arborist. Landscape Architect to be present during pruning.
- Any damaged item not scheduled for removal shall be restored by the Contractor to the Owner's satisfaction at no extra charge.
- The Owner shall have right of first refusal on all removed materials not indicated for reuse or stockpiling. Protect from damage all removed items designated for reuse in the project, or for reuse or stockpiling by the City of Chelsea. All materials claimed by the City for future use shall be delivered by the Contractor to the Chelsea DPW Yard at no additional cost to the Owner.
- ALL REMOVALS AND ALL EXCAVATIONS outside Tree Protection Fencing but within the dripline of existing trees shall be HAND EXCAVATED or AIR SPADE ONLY. Cut no roots without the express permission of Landscape Architect or Owner's Representative. Provide 48 hours notice before all such work to allow Landscape Architect or Owner's Representative to observe work.
- Soil on site contains urban/historic fill, requiring workers handling soil to have 40-hour OSHA HAZWOPER (Hazardous Waste Operations and Emergency Response Standard) training. Landscape Contractor must provide an OSHA Compliant health and safety plan. All excavated soil is expected to remain onsite. See Specs 31 00 00 s.3.1.

LEGEND

- Property Line (Below Limit of Work if Not Shown)
- Limit of Work
- Existing tree to protect and remain
- Existing tree to remove and dispose, stump included
- Existing plastic retaining edge (remove)
- Existing 4' black vinyl chainlink fence (remove)
- Existing 6' black vinyl chainlink fence (remove)
- Existing 4' chainlink fence (remove)
- Existing 6' chainlink fence (remove)
- Existing woodchips, filter fabric, etc. (remove)
- Existing bench (remove)
- Existing wood decking (remove)
- Existing planters (protect)



Note: The existing conditions plan was assembled by CBA Landscape Architects LLC using Aerial Images, Field Measurements, Play Equipment Supplier's information, and the City Assessor's Map. It does not constitute a survey. Location of existing elements may vary from that shown on the plan and should be verified in field prior to construction. Notify Landscape Architect of any discrepancies.

CBA Landscape Architects LLC
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 landscape architecture
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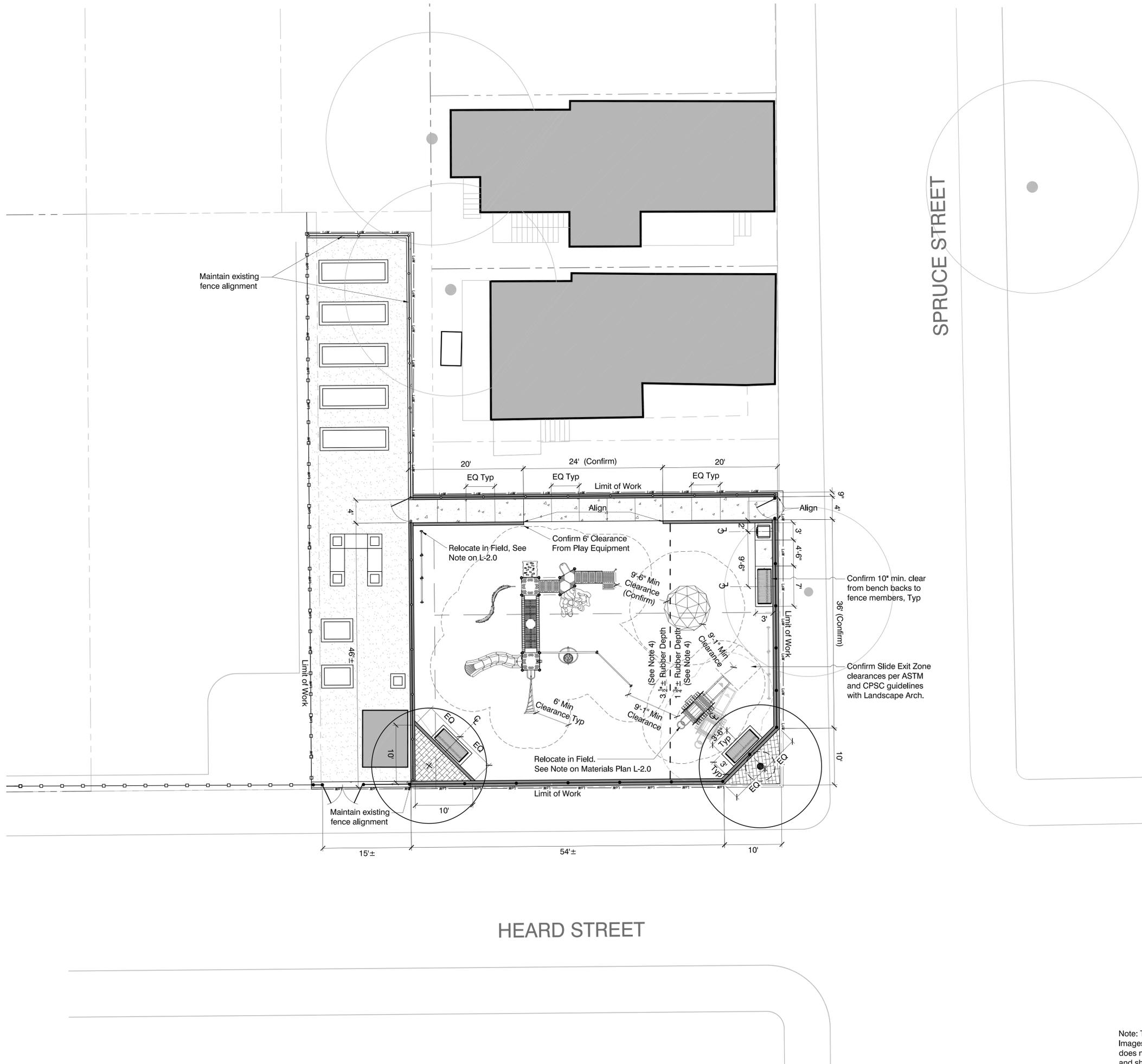
KABOOM PARK

Chelsea, Massachusetts
 DEMOLITION PLAN

DATE: Feb. 5 2016
 SCALE: 1/8" = 1' - 0"
 FILE: CK-L-1_DM.dwg
 DWN BY: PAH
 CKD BY: DJC
 PROJ. #: 1308



L-1.0

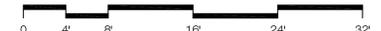


LAYOUT NOTES

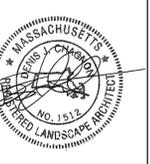
- The Contractor shall verify location of and protect all utilities, drainage, and sub-drainage structures. All utility lines and subsurface drainage to be coordinated with footings for site features.
- Contractor shall verify all dimensions and elevations on the ground and report any discrepancies to the Landscape Architect before commencement of construction.
- Contractor shall stake layout of plan on the site for approval of Landscape Architect before commencement of construction.
- Property Lines shall be marked in the field by a Registered Surveyor and all layout shall be performed by a registered surveyor. See Spec Section 01 71 00.
- SHOP DRAWINGS REQUIRED for fence post layout. Post-to-Post distances to be equal.
- Where not otherwise indicated, all dimensions are to the faces of curbs and walls and to the centerlines of paths or other items shown. Dimensions are measured perpendicular to guidelines, centerlines, and features unless otherwise indicated.
- Lay out all play equipment and furnishings and confirm safety zones and noted clearances before setting any footings.
- All layout shall be by the dimensions noted; do not scale directly from the plan. If clarification regarding a dimension or layout order is required, the Contractor shall contact the Landscape Architect. Layout to be done by a Registered Engineer.
- Dimensions marked with "±" and/or "(Confirm)" are intended for confirmation of conformance to the expected conditions and (where applicable) that acceptable slopes and clearances are provided. Once layout has been established using other dimensions, the Contractor shall verify these dimensions (to within a tolerance of 1/2") and report any discrepancy to the Landscape Architect for acceptance or instruction regarding adjustment. These dimensions should not be used to layout elements.

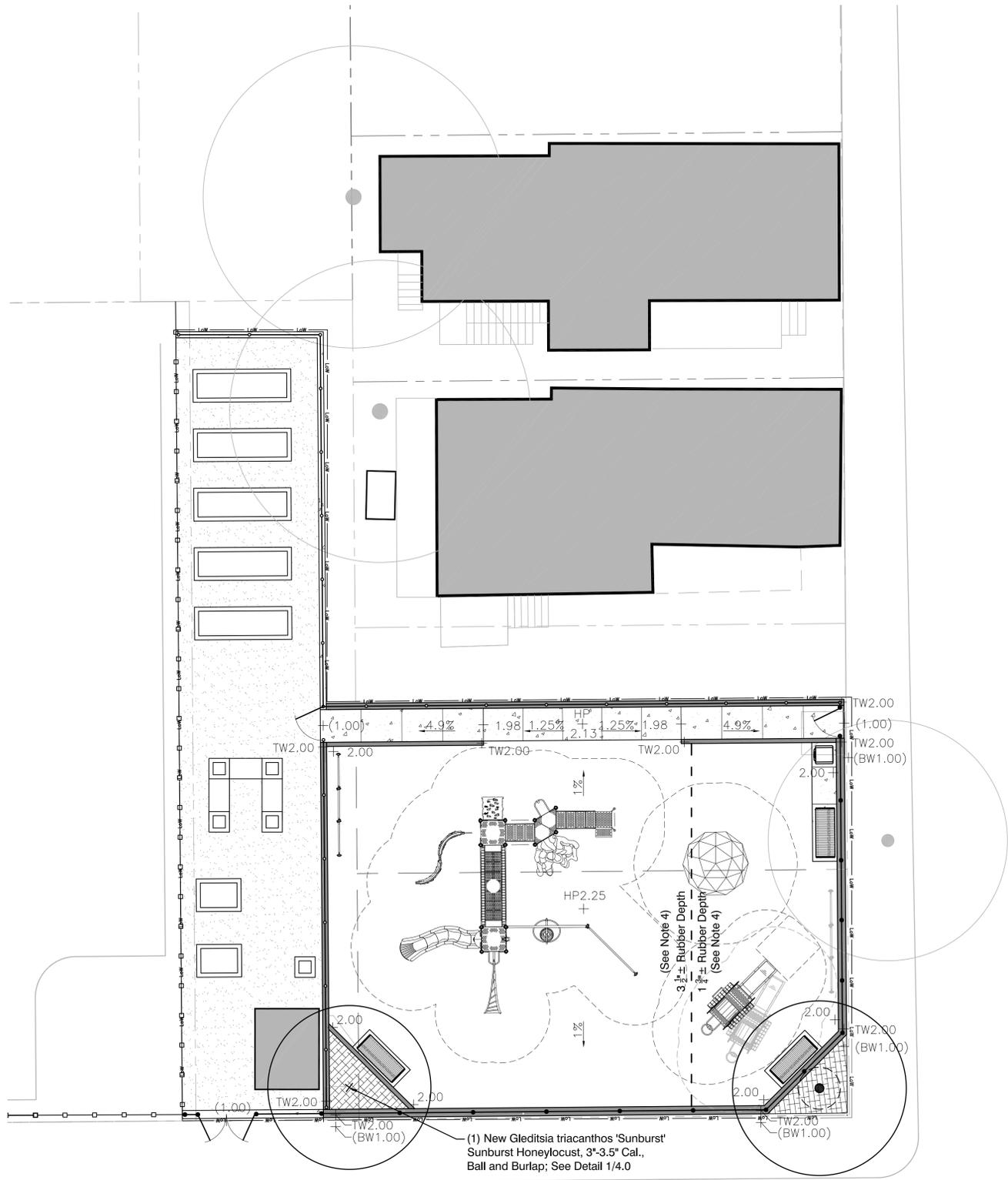
LEGEND

- Property Line (Below Limit of Work if Not Shown)
- Limit of Work
- Limit of Play Equipment Safety Zone
- Center Line
- Tubular Steel Fence
- Wall Mounted Tubular Steel Fence
- Black Vinyl Chain Link Fence
- Wall Mounted Black Vinyl Chain Link Fence
- EQ Equal
- TYP Typical
- ± Plus | Minus
- ALIGN Align Edges
- Existing Tree to Protect and Remain
- Stone Dust Paving
- Concrete Paving
- Bark Mulch



Note: The existing conditions plan was assembled by CBA Landscape Architects LLC using Aerial Images, Field Measurements, Play Equipment Supplier's information, and the City Assessor's Map. It does not constitute a survey. Location of existing elements may vary from that shown on the plan and should be verified in field prior to construction. Notify Landscape Architect of any discrepancies.

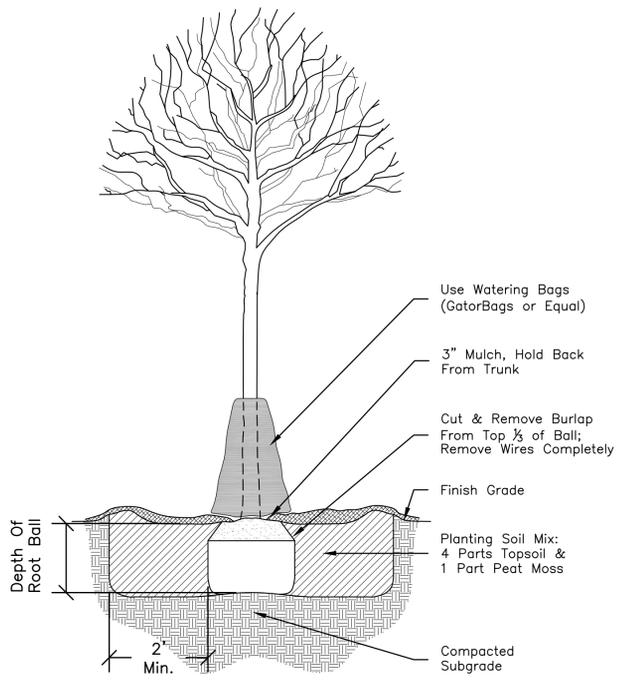




HEARD STREET

SPRUCE STREET

1 Tree Planting
Scale: 1/2" = 1'-0"



- Notes:
1. Never cut a leader.
 2. Cut & remove burlap from trunk of tree.
 3. Tree shall bear same relation to finish grade as to previous grade.

GRADING NOTES

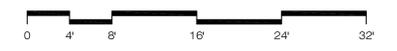
1. ALL GRADES shown are relative elevations indicating grading intent only; no survey has been performed. The Contractor shall provide benchmarked transit elevations at all proposed transitions to existing pavements and at the "required surface" markers on all play equipment posts to Landscape Architect during construction, who will confirm all final grades before installation of any new features.
2. Meet all required surfacing markers on play equipment and all ASTM, CPSC, and ADA standards applicable.
3. The Contractor shall verify location(s) of and protect all utilities, drainage, and sub-drainage structures. Call DIG SAFE (p.888.344.7233).
4. Grade stakes to be set for approval by Landscape Architect prior to installation of gravel bases and prior to installation of all paving, edges, walls, and play structures.
5. All transitions to existing grades to be smooth and gradual.
6. 1.0% min. 1.9% max. cross-slopes on all paths and play equipment areas. Running slope on walk 4.9% Max. - confirm lengths of 4.9% walks and adjacent curbs with Landscape Architect.
7. Soil on site contains urban/historic fill, requiring workers handling soil to have 40-hour OSHA HAZWOPER (Hazardous Waste Operations and Emergency Response Standard) training. Landscape Contractor must provide an OSHA Compliant health and safety plan. See Specs 31 00 00 s3.1.

PLANTING NOTES

1. The Landscape Contractor shall protect all utilities prior to starting construction.
2. All plant materials to conform to guidelines established by the American Standard for Nursery Stock published by the American Assn. of Nurserymen.
3. All plant materials to be selected by the Landscape Architect at the nursery unless otherwise directed by the Landscape Architect.
4. All plants to be located on the site for approval of the Landscape Architect prior to installation.
5. The Contractor shall guarantee all plant materials for one year following installation.
6. All indicated areas to receive 3" un-dyed shredded bark mulch; supply sample for approval of Landscape Architect.
7. All planting beds to have a minimum 12" depth of topsoil. Remove old lawn, weeds and mulch.
8. No substitution of plant materials shall be allowed without approval of Landscape Architect.

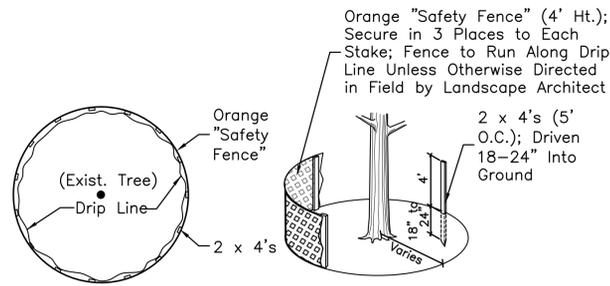
LEGEND

- Property Line (Below Limit of Work if Not Shown)
- Limit of Work
- Limit of Play Equipment Safety Zone
- Tubular Steel Fence
- ▬ Wall Mounted Tubular Steel Fence
- ▬ Black Vinyl Chain Link Fence
- ▬ Wall Mounted Black Vinyl Chain Link Fence
- + (1.00) Existing Spot Elevation
- + 1.00 Proposed Spot Elevation
- + TW1.00 Top of Wall
- + BW1.00 Bottom of Wall
- + HP1.00 High Point
- 1% Percent Slope
- Existing Tree to Protect and Remain
- Stone Dust Paving
- Concrete Paving
- Bark Mulch



Note: The existing conditions plan was assembled by CBA Landscape Architects LLC using Aerial Images, Field Measurements, Play Equipment Supplier's information, and the City Assessor's Map. It does not constitute a survey. Location of existing elements may vary from that shown on the plan and should be verified in field prior to construction. Notify Landscape Architect of any discrepancies.

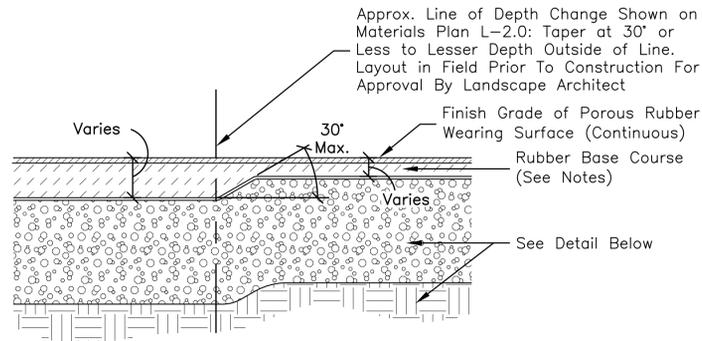




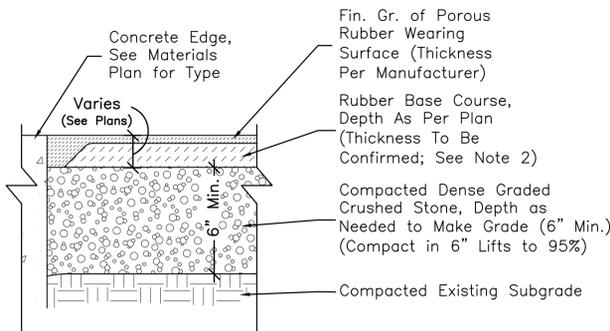
NOTES:

- Maintain fence protection in sound condition until project completion.

1 Tree Protection
NOT TO SCALE



RUBBER SURFACE DEPTH CHANGE

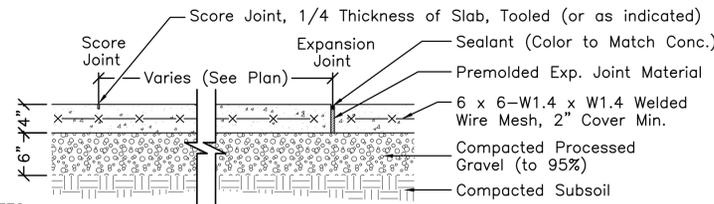


RUBBER SURFACE CONSTRUCTION AND EDGE CONDITIONS

NOTES:

- Rubber Safety Surface to be Playbound Poured-In-Place by Surface America or approved equal conforming with ASTM 1292 per note 2, and ASTM 1951.
- Total Surface Depths are determined by surfacing supplier and play equipment specifications. Verify that critical height of surface at depth to be installed meets ASTM 1292 and all other applicable standards for all fall heights of play equipment as installed. The Compacted Crushed Stone base is to be considered a "Hard Base" when determining the required thicknesses.
- System to use **only aliphatic** (non-aromatic) solvents in upper wearing surface.
- Color blend to be a mix of 3 standard colors (assume no black). Provide samples for color selection.

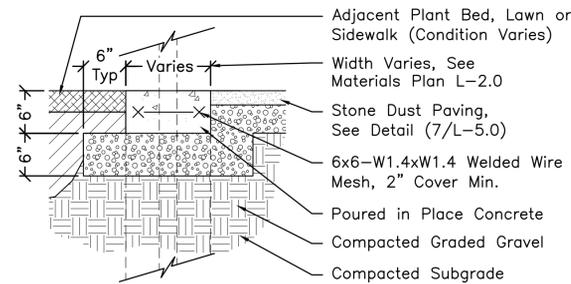
2 Poured-In-Place Rubber Safety Surface
Scale: 1-1/2" = 1'-0"



NOTES:

- Score joints every 6' (maximum), both directions (see Plan). Expansion joints every 25' (maximum). Locate expansion joints where concrete abuts structures, curbs, walls, or other paving materials.
- Concrete to be 4000 PSI (28 days). Except where otherwise noted, concrete shall have a light broom finish.
- All concrete pavements and pads shall slope to drain (1.9% maximum cross slope). Coordinate with adjacent grades. See grading plan L-4.0

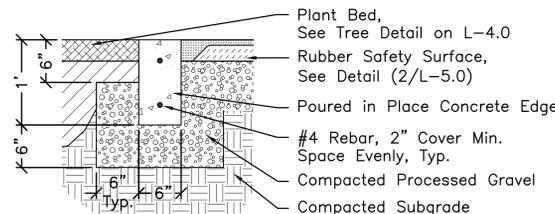
3 Concrete Paving
Scale: 1" = 1'-0"



NOTES:

- Concrete to be 4,000 PSI air-entrained, super-plasticized concrete. Top to have rubbed finish.

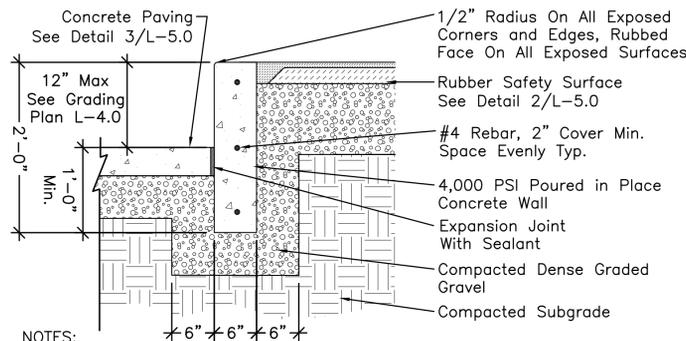
4 Mow Strip
Scale: 1" = 1'-0"



NOTES:

- Concrete to be 4,000 PSI air-entrained, super-plasticized concrete. Top to have rubbed finish.

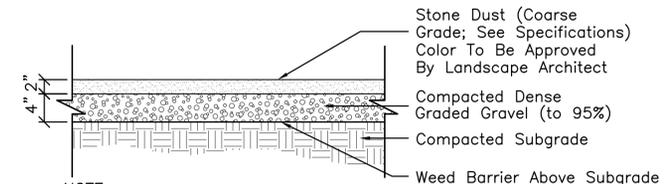
5 6" Wide Flush Concrete Edge
Scale: 1" = 1'-0"



NOTES:

- Conc. To Be 4,000 PSI (28 Days) Air-Entrained; Super Plasticized with rubbed finish on top and all exposed faces.
- All Rebar To Be No Closer Than 2" To Exposed Surface.
- All Top of Wall Slopes to be Smooth & Continuous.
- Wall to Have 3/8" Preformed Expansion Joints every 25' Max. Typical. (Reinforcement to continue through expansion joints)
- 6"w. x 24"h. precast concrete curb may be used in lieu of this detail if submitted by the Contractor, providing that the proposed curbing meets all applicable specifications.

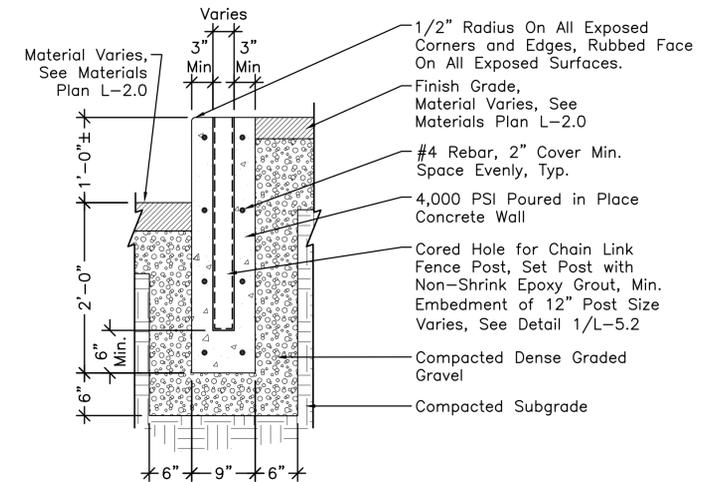
6 6" Wide Poured in Place Concrete Edge
Scale: 1" = 1'-0"



NOTE:

- Stone Dust to meet adjacent Finish Grade smoothly.
- See Specifications. Provide sample for approval.

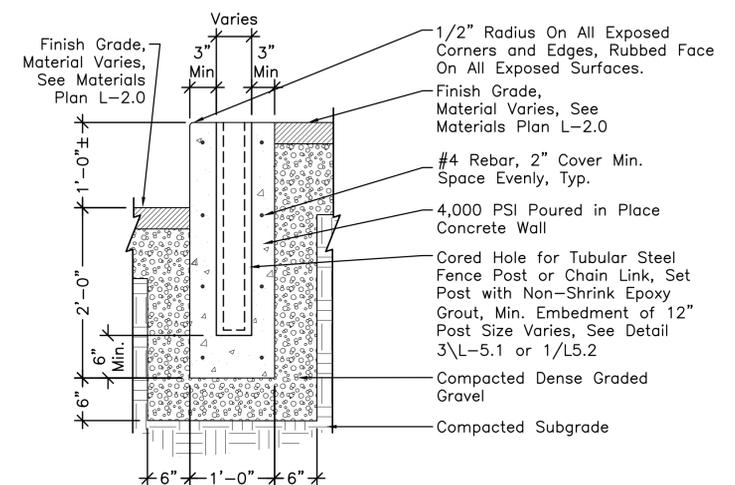
7 Stone Dust Paving
Scale: 1" = 1'-0"



NOTES:

- Conc. To Be 4,000 PSI (28 Days) Air-Entrained; Super Plasticized with rubbed finish on top and all exposed faces.
- All Rebar To Be No Closer Than 2" To Exposed Surface.
- All Top of Wall Slopes to be Smooth & Continuous.
- Wall to Have 3/8" Preformed Expansion Joints every 25' Max. Typical.

8 9" Pour-In-Place Concrete Wall
Scale: 1" = 1'-0"

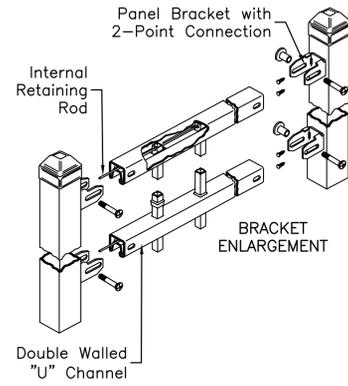
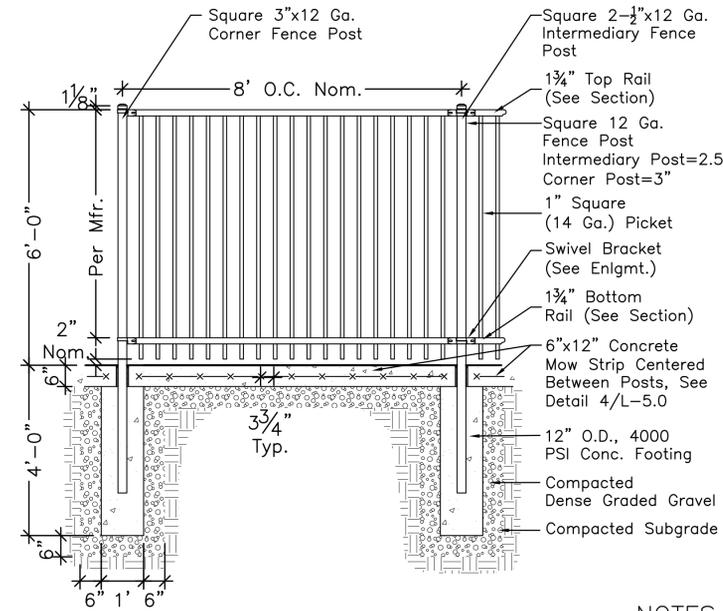


NOTES:

- Conc. To Be 4,000 PSI (28 Days) Air-Entrained; Super Plasticized with rubbed finish on top and all exposed faces.
- All Rebar To Be No Closer Than 2" To Exposed Surface.
- All Top of Wall Slopes to be Smooth & Continuous.
- Wall to Have 3/8" Preformed Expansion Joints every 25' Max. Typical.

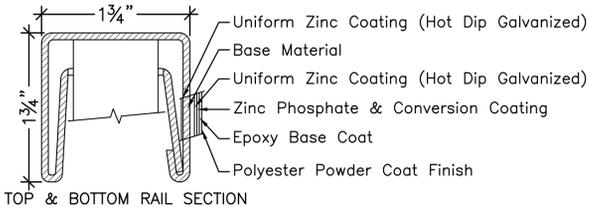
9 12" Pour-In-Place Concrete Wall
Scale: 1" = 1'-0"



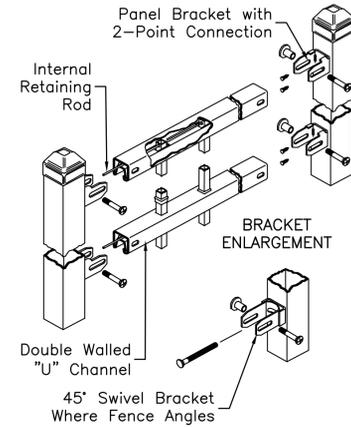
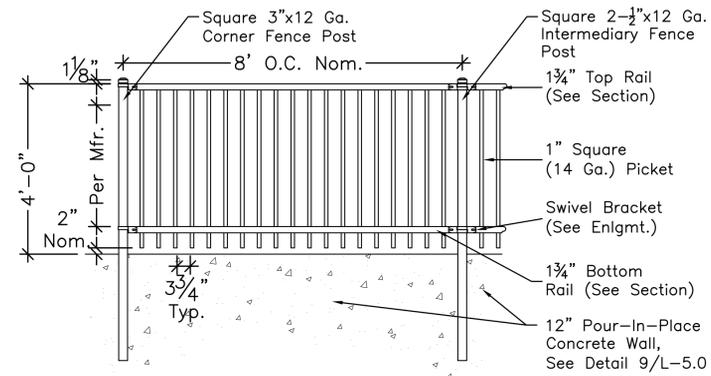


NOTES:

1. SHOP DRAWINGS REQUIRED.
2. Fence, Gates, and Hardware shall be "Montage II Majestic 2 Rail" by AmeriStar Fence or Approved Equal. Install according to manufacturer's instructions.
3. All steel members coated with zinc rich epoxy then finished with black polyester powder coating.
4. Submit full manufacturer's info for all accessories.
5. All cut ends MUST be treated with zinc galvanizing compound per manufacturer's instructions.

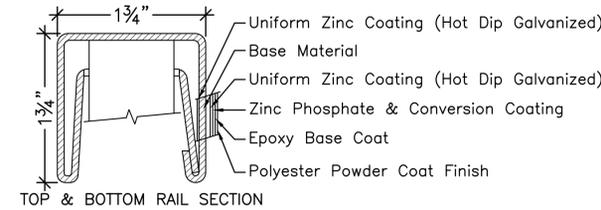


1 6' Tubular Steel Fence
Scale: 1/2" - 1'-0"

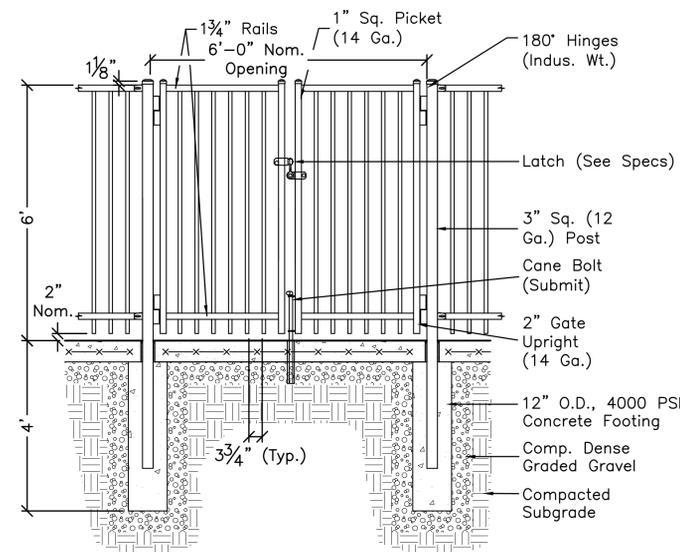


NOTES:

1. SHOP DRAWINGS REQUIRED.
2. Fence, Gates, and Hardware shall be "Montage II Majestic 2 Rail" by AmeriStar Fence or Approved Equal. Install according to manufacturer's instructions.
3. All steel members coated with zinc rich epoxy then finished with black polyester powder coating.
4. Submit full manufacturer's info for all accessories.
5. All cut ends MUST be treated with zinc galvanizing compound per manufacturer's instructions.



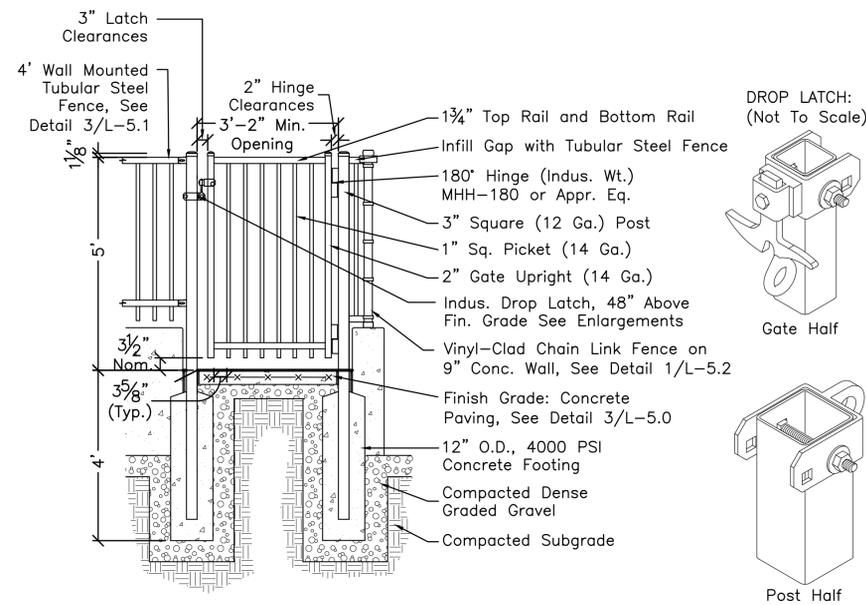
3 4' Tubular Steel Fence
Scale: 1/2" - 1'-0"



NOTES:

1. SHOP DRAWINGS REQUIRED.
2. Fence, Gates, and Hardware shall be "Montage II Majestic 2 Rail" by AmeriStar Fence or Approved Equal. Install according to manufacturer's instructions. See 4/L5.1 for Gate hardware info.
3. All steel members coated with zinc rich epoxy then finished with black polyester powder coating.
4. Submit full manufacturer's info for all accessories.
5. All cut ends MUST be treated with zinc galvanizing compound per manufacturer's instructions.
6. Re-Hang existing sign salvaged from existing gate.

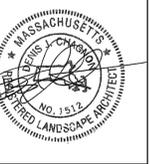
2 6' Double Leaf Tubular Steel Gate
Scale: 1/2" - 1'-0"

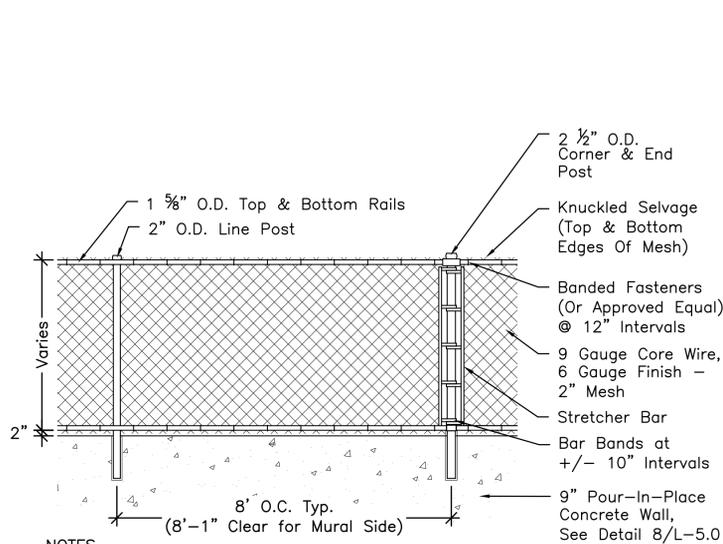


NOTES:

1. SHOP DRAWINGS REQUIRED.
2. Fence, Gates, and Hardware shall be "Montage II Majestic 2 Rail" by AmeriStar Fence or Approved Equal. Install according to manufacturer's instructions.
3. Gate is to have a self-closing, lockable industrial drop latch with minimal projections, operable from both sides of fence, Omega II Standard Latch (C-20LP4/C-20LC2) by Omega II Fence Systems of Laval, QC or Appr. Eq.
4. Through-Bolt Latch through posts & frame, or weld in place; clamped attachment will not be accepted.
5. Latch mechanism to be 48" Min. above grade.
6. Hinges to be MHH-180 Hinges or Approved Equal.
7. All steel members coated with zinc rich epoxy then finished with black polyester powder coating. Submit full manufacturer's info for all accessories.
8. All cut ends MUST be treated with zinc galvanizing compound per manufacturer's instructions.

4 5' Single Leaf Tubular Steel Gate
Scale: 1/2" - 1'-0"

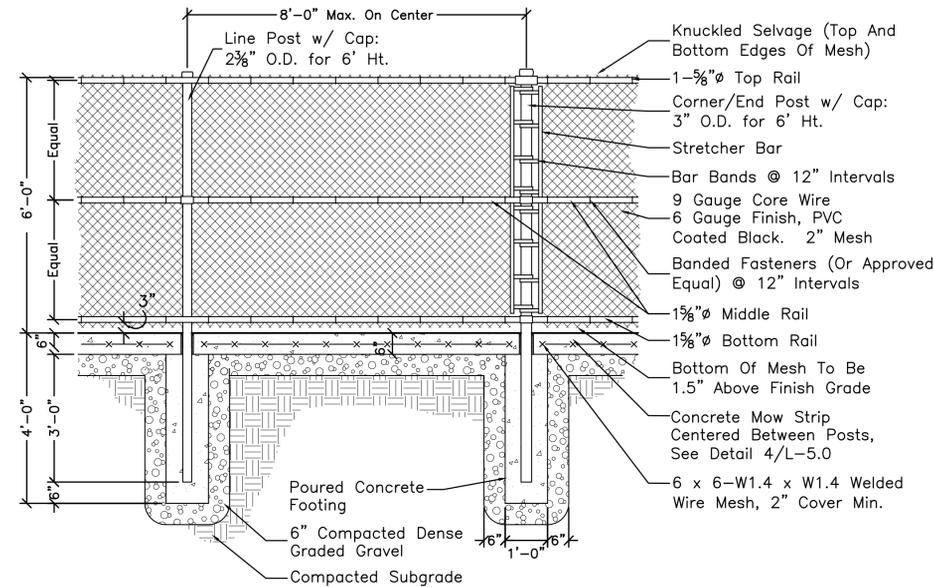




NOTES

1. SHOP DRAWINGS REQUIRED.
2. All Mesh and Clips/Ties to be covered with black fused-and-bonded PVC. All Other Members to be black perma-coat color galvanized (See Specs).
3. All Rail-to-Rail connections to occur at posts.
4. 5'-0" high fence to include middle rail; align rail with adjacent 6' fence.
5. Contractor to hang mural panels (provided by Artist through the City) securely from finished fence; See Specifications.

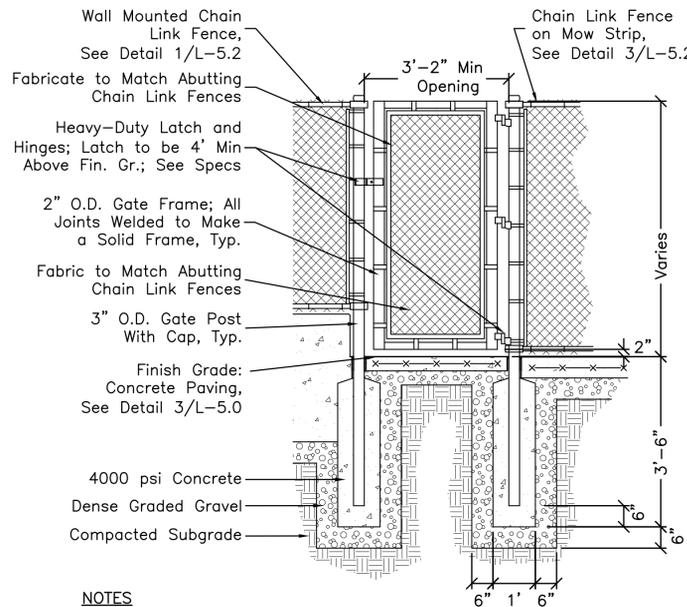
① Vinyl-Clad Chain Link Fence Conc. Wall
Scale: 1/2" - 1'-0"



NOTES

1. SHOP DRAWINGS REQUIRED.
2. All Mesh and Clips/Ties to be covered with black fused-and-bonded PVC. All Other Members to be black perma-coat color galvanized (See Specs).
3. All Rail-to-Rail connections to occur at posts.

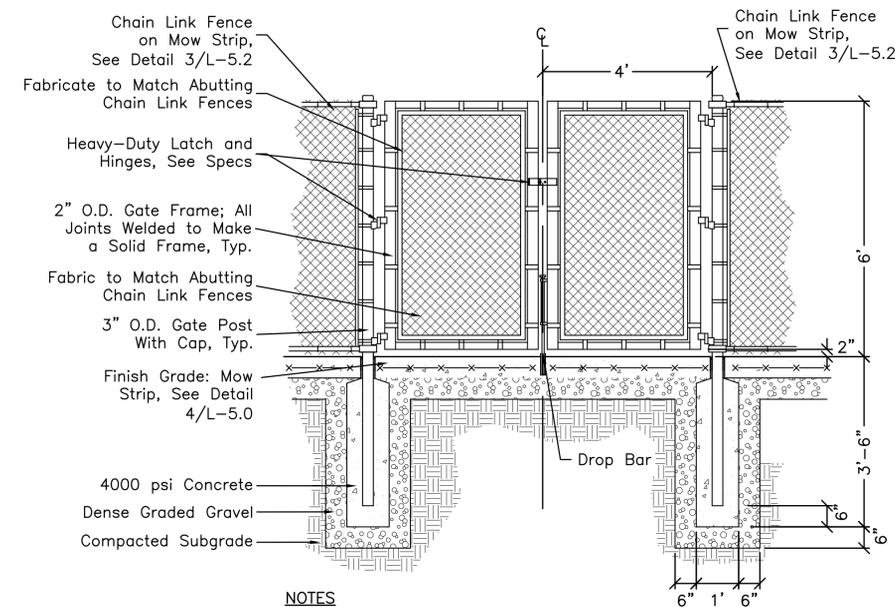
③ 6' Vinyl-Clad Chain Link Fence on Mow Strip
Scale: 1/2" - 1'-0"



NOTES

1. SHOP DRAWINGS REQUIRED.
2. All Mesh and Clips/Ties to be covered with black fused-and-bonded PVC. All Other Members to be black perma-coat color galvanized (See Specs).
3. All Rail-to-Rail connections to occur at posts.

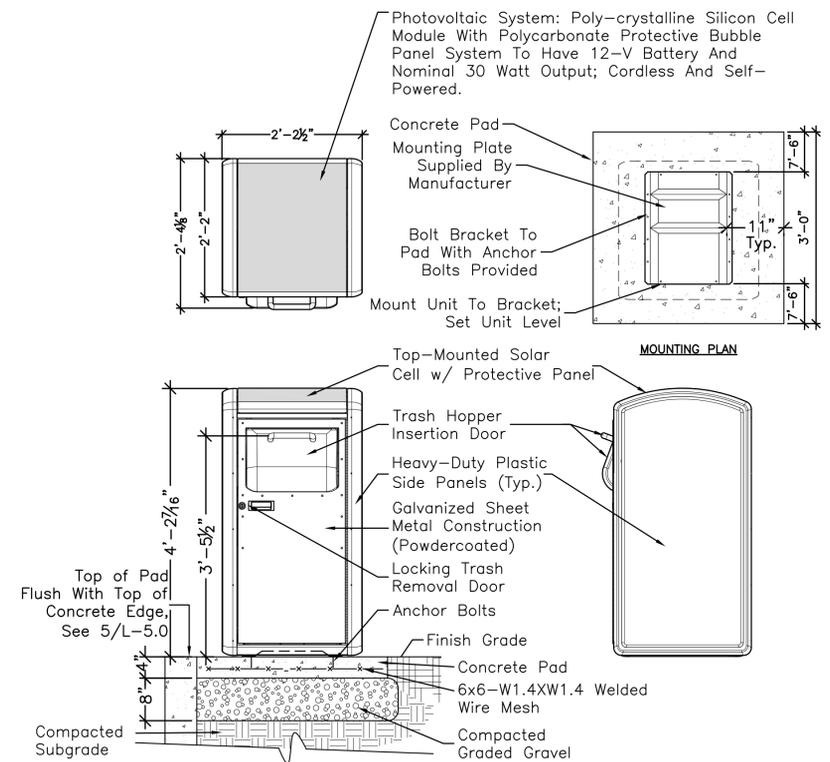
② Single Leaf Vinyl-Clad Chain Link Gate
Scale: 1/2" - 1'-0"



NOTES

1. SHOP DRAWINGS REQUIRED.
2. All Mesh and Clips/Ties to be covered with black fused-and-bonded PVC. All Other Members to be black perma-coat color galvanized (See Specs).
3. All Rail-to-Rail connections to occur at posts.

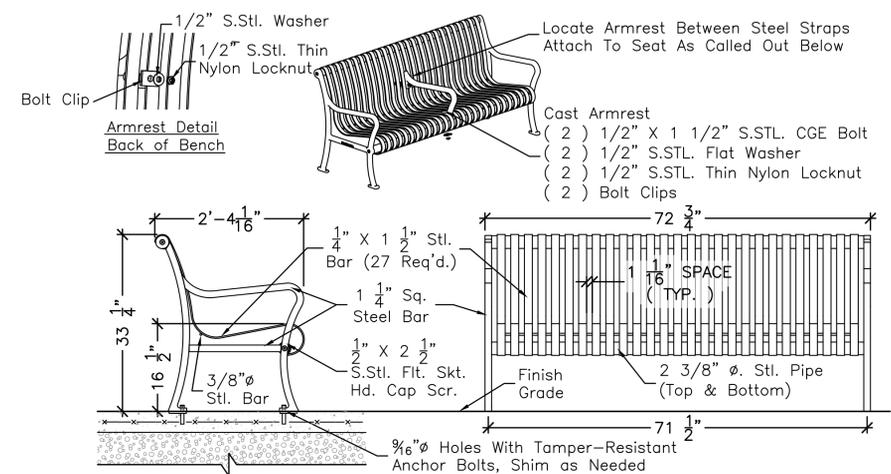
④ 6' Double Leaf Vinyl-Clad Chain Link Gate
Scale: 1/2" - 1'-0"



NOTES:

1. Solar Trash Compactor to be "BigBelly Solar Compactor" by Seahorse Power Company/ BigBelly Solar of Needham, MA (888-820-0300) or Approved Equal.
2. System to be fully automated, with a max. compaction force of 1250 lbs., cycle time of 41 seconds or better, and safety controls to prevent user access to compaction area.
3. Polyester Powder Coat color and Plastic Panel color to be selected by Landscape Architect & Owner from Manufacturer's full color options.
4. Submit Manufacturer's information for approval. Mount according to manufacturer's instructions.

⑤ Solar-Powered Trash Receptacle
Scale: 3/4" - 1'-0"



NOTES:

1. Benches to be by DuMor, Inc., Millintown, PA, ph. 1.800.598.4018. Model #93-60-3AR Or Approved Equal (with Surface Mount Option).
2. All steel members to be polyester powder coated. Color to be selected from standard colors. Touch-up paint kit to be provided.
3. All welds to be continuous and then ground smooth.
4. All benches shall be shipped fully assembled.

SHOP DRAWINGS REQUIRED

⑥ 6' Bench with Center Rail on Conc. Pad
Scale: 3/4" - 1'-0"