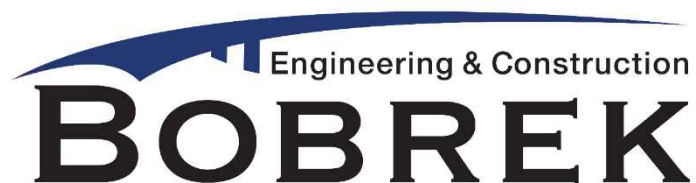


Town of Manchester-by-the Sea, MA

Contract Bid Documents  
for the  
2023 Water Main Improvements Project



**Bobrek Engineering & Construction, LLC**  
100 Conifer Drive, Suite 204  
Danvers, MA 01923  
[www.gobobrek.com](http://www.gobobrek.com)  
978.406.9619

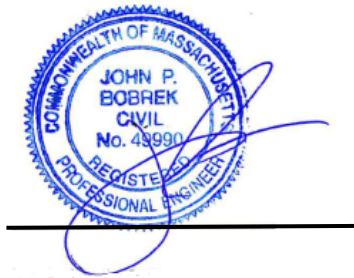


August 2023

SECTION 01 01 07

SEALS PAGE

The engineering material and data contained in these Contract Documents were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.



John Bobrek, P.E.  
Principal  
Bobrek Engineering & Construction, LLC

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**SECTION 00 01 10****TABLE OF CONTENTS****DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS****INTRODUCTORY INFORMATION**

00 01 07	Seals Page
00 01 10	Table of Contents

**PROCUREMENT/BIDDING REQUIREMENTS**

00 11 16	Invitation to Bid
00 21 13	Instructions to Bidders
00 22 13	Supplementary Instructions to Bidders
00 31 00	Available Project Information
	<i>00 31 00a Tappan Street Improvements Order of Conditions</i>
	<i>00 31 00b MassDOT Construction Permits</i>
00 41 01	Bid Form
00 43 13	Bid Bond – Penal Sum Form
00 43 93	Bid Submittal Checklist
00 45 05	Bidder's Representations and Certifications
00 45 13	Bidder's Qualifications
00 45 19	Non-Collusion Affidavit

**CONTRACTING REQUIREMENTS**

00 51 00	Sample Notice of Award
00 52 10	Agreement Form
00 54 00	<u>Agreement Form Supplements</u>
	<i>Performance Bond Form (C-00 61 13.13)</i>
	<i>Payment Bond Form (C-00 61 13.16)</i>
00 55 00	Sample Notice to Proceed
00 60 00	<u>Project Forms (listing):</u>
	<i>Application for Payment Form (C-00 62 76)</i>
	<i>Request for Interpretation/Information Form (C-00 63 15)</i>
	<i>Field Order Form (C-00 63 36)</i>
	<i>Work Change Directive Form (C-00 63 49)</i>
	<i>Change Request Form (C- 00 63 60)</i>
	<i>Change Order Form (C-00 63 63 MA)</i>
	<i>Notice of Substantial Completion Form (C-00 65 15)</i>
	<i>Certificate of Substantial Completion Form (C-00 65 16)</i>
	<i>Notice of Completion Form (C-00 65 18)</i>
00 72 05	Standard General Conditions of the Construction Contract (EJCDC C-700, 2007)

00 73 05	Supplementary Conditions (listing)
00 73 10	<i>Project Specific Requirements</i>
00 73 19	<i>Health and Safety Requirements</i>
00 73 43	<i>Wage Rate Requirements</i>
00 73 46	<i>Wage Determination Schedule</i>
00 73 73	<i>Statutory Requirements</i>

## TECHNICAL SPECIFICATIONS

01 11 00	Summary of Work
01 15 30	Payment and Administrative Procedures and Quality Requirements
01 20 25	Measurement and Payment
01 50 00	Temporary Facilities and Controls
01 51 38	Temporary Water Bypass
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements
02 82 33	Removal and Disposal of Asbestos Containing Materials
02 82 33a	<i>DEP Guidance</i>
22 00 00	Plumbing
31 00 00	Earthwork
31 23 19	Dewatering & Drainage
31 41 00	Shoring & Bracing
32 00 00	Bituminous Concrete Pavement, Curbing, and Edging
33 10 00	Water Distribution Piping
33 20 00	Water Service Connections
33 42 11	Storm Drain Utility Piping
33 49 00	Drainage Manholes & Catch Basins

Attachment 1 Construction Drawings

## SECTION 00 11 16

### INVITATION TO BID

The Town of Manchester-By-The-Sea, Massachusetts (Owner) invites Bidders to submit sealed Bids for the **2023 Water Main Improvements Project**, which includes, but is not limited to services to replace existing water mains and all related appurtenances on Walker Road, Ocean Street, Magnolia Avenue, Raymond Street and Tappan Street, and all materials and equipment, services and construction inherent to the Work reflecting the agreed upon Work Scope, schedule and pricing.

The Project being bid is subject to Massachusetts General Laws, Chapter 30, Section 39M. A pre-Bid conference will not be held.

**Sealed Bids will be received until 1:00 p.m. local time on September 20, 2023** at Owner's offices 10 Central Street, DPW Room 6, Manchester-By-The-Sea, MA 01944. Attention: Mr. Charles Dam, P.E. Bids will then and there be publicly opened and read aloud. Bids received after the time of announced opening will not be accepted.

A set of Bidding Documents may be examined at the following location(s) on or after **August 30, 2023, at 11:00 a.m.**

Issuing Office:

Manchester-By-the-Sea, Massachusetts  
Town Hall  
10 Central Street, Department of Public Works Office, Room 6  
Manchester-By-The-Sea, MA 01944

Sets of Bidding Documents may be obtained on or after **August 30, 2023 at 11:00 a.m.** electronically by email request to:

John Bobrek, P.E.  
Bobrek Engineering & Construction, LLC  
John@gobobrek.com

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents or for modifications to the Bidding Documents including electronic conversion.

Bid security in the amount of 5 percent of the Bid must accompany the Bid in accordance with the Instructions to Bidders.

Minimum wage rates as issued by the Director of the Executive Office of Labor and Workforce Development, Department of Labor Standards under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27D inclusive, as amended, apply to this Project. It is the responsibility of the Bidders, before Bid opening, to request if necessary, any additional information on Minimum

Wage Rates for those trades people who may be employed for the proposed Work under the resulting Contract.

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be eligible or responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project or the public to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

**END OF SECTION**

**SECTION 00 21 13****INSTRUCTIONS TO BIDDERS****ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions, if any. Additional terms used in these Instructions to Bidders have the meanings indicated below and as may be included in the Supplementary Instructions to Bidders.
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered identified in the Invitation to Bid.
  - B. *Supplements* – Those portions of the Bidding Requirements to be submitted with and made a condition of a Bid including required submittals.
  - C. *Notice of Intent to Award* – The written notice to the Successful Bidder indicating, conditions precedent to receiving a Notice of Award and Agreement for execution.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 A set of Bidding Documents may be examined and obtained as stated in the Invitation to Bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, Bidding Documents provided by third parties, or for modifications to the Bidding Documents not made by official Addenda, including electronic conversion.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data requested in the Bidding Documents, and within the time frames stipulated upon Owner's request.
- 3.02 Bidders shall meet minimum criteria regarding experience and qualifications set forth in the General Requirements and the Specifications.



## ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS

### 4.01 *Subsurface and Physical Conditions*

- A. Not used

### 4.02 *Underground Facilities*

- A. Not used

### 4.03 *Hazardous Environmental Condition*

- A. Not used

### 4.04 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder; information and observations obtained from visits to the Site and the Bidding Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.05 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 A pre-bid conference will not be held.

#### **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01 The Project Site will be primarily within the paved right of way on each of the streets involved. Portions of the site are within the buffer zone to coastal bank, riverfront, bordering vegetated wetland and FEMA 100-year floodplains.
- 6.02 Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing as follows. Submission of questions via email is acceptable.

Bobrek Engineering & Construction, LLC  
PO Box 2185, Danvers, MA 01923  
Attention: John Bobrek  
Telephone (978) 406-9619  
[Email: John@gobobrek.com](mailto:John@gobobrek.com)

Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received after **12:00 PM, Friday September 15, 2023** will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.

- 7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer, will be available for examination at the Issuing Office and will be mailed or delivered electronically to all parties recorded by Engineer as having received the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, treasurer's or cashier's check, or money order, or a Bid bond on or consistent with the form included in the Bidding Documents in Section 00 43 13 issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General and Supplementary Conditions, if any.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has furnished the required contract security, met the conditions of the Notice of Intent to Award (if any) and Notice of Award, and executed the Agreement, whereupon the Bid security will be returned. If the Successful Bidder fails to comply with the conditions set forth in the Notice of Intent to Award (if any) and Notice of Award within the time specified therein, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. See Supplementary Instructions to Bidders (if any) for additional information.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 5 days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 Substantial Completion shall be as stated in the Agreement Form

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Liquidated damages will be as stated in the Agreement Form.

**ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

11.01 The Contract, if awarded, will be on the basis of materials and equipment and construction methods or procedures specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment and construction methods or procedures may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

12.01 The Bidding Documents may require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner with the Bid.

12.02 As required in the Bidding Documents, or within 5 days after Bid opening if requested by Owner, Bidder shall submit a listing and experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, individual, or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

12.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General and Supplementary Conditions, if any.

12.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

**ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form and Supplements are included with the Bidding Documents.

13.02 Bids are to be submitted as indicated in the Bid Form. All blanks on the Bid Form shall be completed in ink or typewritten and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone numbers for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form. See Supplementary Instructions to Bidders for additional requirements, if any.
- 13.12 Bidders are advised to carefully review those portions of the Bid Form and Supplements requiring Bidder's representations and certifications that are to be submitted with a Bid or subsequent to the Bid opening and made a condition of the Bid.

#### **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

##### **14.01 *Bid Pricing***

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form. Bid prices shall be stated in both words and figures.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price included in the Bid Form. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General and Supplementary Conditions, if any.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor

of the correct sum. Discrepancies between prices written in words and prices written in figures will be resolved in favor of prices written in words.

#### 14.02 Alternates (if any)

- A. Bidders shall include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form and Supplements, if any. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate and will be applied in the same order as listed in the Bid form.

### ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished a copy of the Bid Form, the Bid Security Form and Supplements. An original signed hard copy of the Bid Form, the original of the Bid security, Supplements (as listed in the Bid Submittal Checklist), and the Bid Submittal Checklist are to be completed and submitted.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 15.03 If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED.**” **A Bid sent by mail or courier shall be addressed to Owner as described in Section 00 11 16.**
- 15.04 Bidders shall be responsible to confirm the ability of overnight mailing or courier services to deliver to the Owner’s offices.

### ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is re-Bid, that Bidder will be disqualified from submitting a Bid on the Work.

### ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible or eligible or does not meet the specified qualification or quality requirements, based on poor references or otherwise. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project or public to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities are submitted.
- A. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- A. Owner may conduct reference checks for the projects listed by the Bidder. Poor references may be a basis for deeming Bidder as not responsible. Reference questions will include, but are not limited to, product quality and durability, overall work quality, performance, timely delivery/completion, customer service, and general customer satisfaction.

- 19.06 If the Contract is to be awarded, Owner may award the Contract to the responsive, responsible, and eligible Bidder, offering the lowest price for the Bid and whose Bid is in the best interests of the Project or public.

#### **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions and Supplementary Conditions, if any, set forth Owner's requirements as to performance and payment bonds and insurance. The Successful Bidder shall deliver such bonds and evidence of insurance coverage within 10 days of receipt of the Notice of Award.

#### **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 The Owner will issue a Notice Award to the Successful Bidder in the form included in Bidding Documents. Within 10 days of receipt of the Notice of Award, the Successful Bidder shall comply with the conditions set forth therein and provide requested information.
- 21.02 Based on required reviews and approvals, Owner will thereafter provide the required number of counterparts of the Agreement and other Contract Documents which are identified in the Agreement. The Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and other Contract Documents to Owner within the time specified by the Owner. After obtaining required reviews and approvals for Contract execution, Owner shall return one fully signed counterpart the Agreement and other Contract Documents.

#### **ARTICLE 22 – RETAINAGE**

- 22.01 Provisions concerning retainage are set forth in the Agreement.

#### **ARTICLE 23 – CONTRACTOR'S WARRANTY AND GUARANTEES; CORRECTION PERIOD**

- 23.01 Provisions concerning Contractor's general warranty and guarantees and correction period are set forth in Articles 6.19, 13.06, 13.07, 13.09 and 14.03 of the General and Supplementary Conditions, if any.

#### **ARTICLE 24 – EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION, AND AFFIRMATIVE ACTION**

- 24.01 Provisions regarding the requirements for equal employment opportunity, anti-discrimination, and affirmative action programs, if any, are set forth in the Supplementary Conditions.

#### **ARTICLE 25 – SAFETY AND HEALTH REGULATIONS**

- 25.01 This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments and other requirements identified in Section 00 73 19 of the Supplementary Conditions.



## **ARTICLE 26 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

- 26.01 Supplementary Instructions to Bidders, if any, are included in Section 00 22 13 and may include certain provisions required by Laws and Regulations and funding agencies. Bidders are solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

**END OF SECTION**

**SECTION 00 22 13****SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

The following supplement or modify the Instructions to Bidders pursuant to Article 26 therein. This section does not represent or reflect all applicable Laws and Regulations and may only include excerpts, portions, and para-phrasing of certain Laws and Regulations. Bidders are solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

**1.01 Applicable Laws for Bid and Award; General**

- A. This Contract is being bid under the provisions of Massachusetts General Law (MGL) Chapter 30, Section 39M, *Contracts for construction and materials; manner of awarding*.

**1.02 Additional Defined Terms**

- A. *Bid security* – per the Instructions to Bidders. Also “bid deposit” as used in MGL Chapter 30, Section 39M.
- B. *Lowest Responsible and Eligible Bidder* – Also the Successful Bidder. As defined in MGL Chapter 30, Section 39M,

“The term “lowest responsible and eligible bidder” shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration 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; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term “security by bond” shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than one surety company, the surety companies shall be jointly and severally liable.”

### 1.03 Other Requirements of the MGL

- A. **Foreign Corporations:** The provisions of MGL Chapter 30, Section 39L, *Public construction work by foreign corporations; restrictions and reports*, requires that if a Bidder is a foreign corporation, it shall provide with its Bid, a certificate from the Commonwealth of Massachusetts Secretary of State stating that the corporation has complied with requirements of Section 15.03 of subdivision A of Part 15 of MGL Chapter 156D and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D, and further, will provide such certificate for each Subcontractor that is a foreign corporation if it receives a Notice of Award. Also see Section 00 45 05 of the Bidding Requirements.
- B. **Taxes:** Bidder shall submit with its Bid, a "Certificate of Good Standing" with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue certifying Bidder has complied with all laws relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. Bidder will provide such certificate for each Subcontractor if it receives a Notice of Award. Bidders are encouraged to obtain such Certificate of Good Standing online at <http://www.mass.gov/dor/businesses/programs-and-services/certificate-of-good-standing.html>. See explanation and instructions at the end of this Section.
- C. **Debarment:** A Bidder is ineligible to bid or enter into a public contract in the Commonwealth of Massachusetts if it has been debarred from bidding on or entering into a public contract under the provisions of MGL Chapter 29, Section 29F, *Debarment from bidding; definitions; lists; notice; affiliates; mitigating circumstances*, or any other applicable debarment provisions of any other chapter of the MGL or any rule or regulations promulgated thereunder.
- D. **Financial Statements:** The following shall be submitted prior to execution of the Agreement in accordance with MGL Chapter 30, Section 39R *Definitions; contract provisions; management and financial statements; enforcement*, as requested in the Notice of Award issued to the Successful Bidder.
- To Owner - A statement by management on internal accounting control and a statement prepared by an independent certified public accountant regarding management's statement.

#### Labor Preferences and Work Hours

1. The provisions of MGL Chapter 149, Section 26, *Public works; preference to veterans and citizens; wages*, requires that employment in the construction of public works be subject to preference being given to citizens of the Commonwealth of Massachusetts, citizens of the town or city where the Project is located, veterans and service-disabled veterans, and citizens of the United States. The provisions of MGL

- Chapter 149, Section 179A, *Preference to citizens in awarding public work contracts, violations*, requires that award of contracts for public work be subject to preference being given to persons who are citizens of the United States.
2. The provisions of MGL Chapter 149, Sections 26, 27, and 27A through 27D, as amended, set forth requirements for minimum wage rates as issued by the Executive Office of Labor and Workforce Development, Department of Labor Standards. It is the responsibility of the Bidders, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under the resulting Contract. Also see Sections 00 73 43 and 00 73 46 of the Supplementary Conditions.
  3. The provisions of MGL Chapter 149, Section 30, *Eight hour day and six day week; emergencies; work on highways*, and Section 34, *Public contracts; stipulation as to hours and days of work; void contracts*, apply to this Project.
- F. **Sales Tax Exemption:** MGL Chapter 64H, Section 6, *Exemptions*, subsection (f), exempts building materials and supplies to be used in the Project from Commonwealth of Massachusetts sales tax and Bidder shall not include any amount therefor. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the Project Site, or while being used exclusively for the transportation of materials for the Project.
- G. **Safety and Health:** This Project is subject to Massachusetts Department of Labor and Industries, Division of Occupational Safety 454 CMR 10.00 et seq. “*Construction Industry Rules and Regulations*”; Massachusetts Department of Public Safety 520 CMR 14.00 et seq. “*Excavation and Trench Safety*”; MGL Chapter 82, *The Laying Out, Alteration, Relocation and Discontinuance Of Public Ways and Specific Repairs Thereon*; MGL Chapter 82A, *Excavation and Trench Safety*, and MGL Chapter 149 Section 129A, *Shoring Trenches for local governments*. Also see Section 00 73 19 of the Supplementary Conditions.

### Special Licensing

1. Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos must be performed by a contractor licensed in accordance with MGL Chapter 149, Section 6B.

2. Sheet metal work must be performed by a contractor licensed in accordance with 271 CMR 1.00, et seq. governing licensing, permitting, and sheet metal work in Massachusetts.
- I. **Price Adjustments for Certain Materials:** As required by Chapter 150 of the Acts of 2013, the provisions of MGL Chapter 30, Section 38A, *Price adjustment clause in contracts for road, bridge, water and sewer projects awarded under Sec. 39M*, adjustments for fuel (both diesel and gasoline), liquid asphalt and Portland cement shall be made as set forth in Section 00 73 73, SC-12.01.

END OF SECTION

## SECTION 00 31 00

## AVAILABLE PROJECT INFORMATION

INFORMATION	LOCATION OF INFORMATION
Tappan Street Improvements Order of Conditions	Specifications 00 31 00a
2023 Water Main Improvements Plans	Manchester DPW and Separate PDF Document
MassDOT Standard Contractual & Technical Specifications / Details	<a href="https://www.mass.gov/massdot-highway-division-manuals-and-publications">https://www.mass.gov/massdot-highway-division-manuals-and-publications</a>
MassDOT Construction Permits	Specifications 00 31 00b

END OF SECTION

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## Appendices

- 00 31 00a Tappan Street Improvements Order of Conditions
- 00 31 00b MassDOT Construction Permits



## 00 31 00a – Tappan Street Improvements Order of Conditions



## MANCHESTER-BY-THE-SEA

CONSERVATION COMMISSION • TOWN HALL  
Manchester-by-the-Sea, Massachusetts 01944-1399  
Telephone (978) 526-4397 FAX (978) 526-2001

Chuck Dam, Director  
Manchester DPW  
10 Central Street, Town Hall  
Manchester, MA 01944

26 April 2021

HAND DELIVERY

Re: Order of Conditions Forest Street Public Way DEP File #039-0845

Dear Chuck:

Enclosed is the Order of Conditions for water main replacement within Riverfront Area Resource, and the 100-foot, 50-foot No Build Zone and 30-foot No Disturb Zone Buffers to Bordering Vegetated Wetland at Forest Street which was approved by the Manchester Conservation Commission on 4/13/21.

Before any work may begin, you must wait 10 business days (the appeal period) after which the Order must be recorded at the Registry of Deeds in its entirety. Once the Order is recorded, please submit proof of recording to me prior to the commencement of work.

Please review the Order carefully as it will govern how the work must be performed in order to be in compliance with the Massachusetts Wetlands Protection Act and the Manchester Wetlands By-Law. Please note that this order includes several pre-construction conditions, **including a pre-construction meeting between your contractors and me prior to the commencement of work** (see Standard and Special Conditions, Section B).

The Order is valid for three years from the original issuance date, except where otherwise specified. Requests for extensions must be received at least 30 days prior to the expiration date. Also note that ANY deviation from the plans contained or required in the Order of Conditions will require a *de minimis* change request, an amendment to the order(s) or submittal of a new application. As always, any other applicable permits required from any other Board or Department (state or local) will have to be obtained prior to commencement of work..

Please be advised that once work has been completed and the plantings have been monitored for two growing seasons, you should promptly seek a Certificate of Compliance from this office. Recording the Certificate of Compliance will clear the title for this property from the Order.

Please let me know if you have any questions or if I may be of further assistance.

Sincerely,

Chris Bertoni  
Manchester Conservation Administrator

cc: Mike DeRosa, DeRosa Environmental Consulting, 167 main Street, P.O. Box 716, Rowley, MA 01969  
eDEP Transaction ID: 1275481  
/file

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:039-0845

eDEP Transaction #:1275481

City/Town:MANCHESTER

**A. General Information**

1. Conservation Commission **MANCHESTER**

2. Issuance a. ☒ OOC b. ☐ Amended OOC

**3. Applicant Details**

a. First Name **CHARLES** b. Last Name **DAM**  
c. Organization **MANCHESTER BY THE SEA DPW**  
d. Mailing Address **10 CENTRAL STREET**  
e. City/Town **MANCHESTER** f. State **MA** g. Zip Code **01944**

**4. Property Owner**

a. First Name b. Last Name  
c. Organization  
d. Mailing Address  
e. City/Town f. State g. Zip Code

**5. Project Location**

a. Street Address **FOREST STREET - WATER MAIN**  
b. City/Town **MANCHESTER** c. Zip Code **01944**  
d. Assessors **39** e. Parcel/Lot# **36-58**  
Map/Plat#  
f. Latitude **42.57377N** g. Longitude **70.76697W**

**6. Property recorded at the Registry of Deed for:**

a. County b. Certificate c. Book d. Page

**7. Dates**

a. Date NOI Filed : 3/30/2021 b. Date Public Hearing Closed: 4/13/2021 c. Date Of Issuance: 4/26/2021

**8. Final Approved Plans and Other Documents**

a. Plan Title: b. Plan Prepared by: c. Plan Signed/Stamped by: d. Revised Final Date: e. Scale:

SEE ATTACHED  
DOCUMENT  
FOREST  
STREET\_STANDARD  
AND SPECIAL  
CONDITIONS\_039-  
0845

**B. Findings**

**1. Findings pursuant to the Massachusetts Wetlands Protection Act**

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. ☐ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

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Cubic Feet Flood Storage	a. square feet	b. square feet		
	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	50	50		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	0	0	0	0
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	50	50	0	0
	g. square feet	h. square feet	i. square feet	j. square feet

**Coastal Resource Area Impacts:**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	c. c/y dredged	d. c/y dredged		

**Massachusetts Department of Environmental  
Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:039-0845

eDEP Transaction #:1275481

City/Town:MANCHESTER

which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"

[or "MassDEP"]

File Number : "039-0845"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

19. The work associated with this Order(the "Project") is (1) ☐ is not (2) ☒ subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:039-0845

eDEP Transaction #:1275481

City/Town:MANCHESTER

all applicable federal, state, and local laws and regulations.

- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

**Special Conditions:**

**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No

**2. The Conservation Commission hereby (check one that applies):**

a. ☐ DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw \_\_\_\_\_

2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. ☒ APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw \_\_\_\_\_  
MANCHESTER  
GENERAL  
WETLANDS BY-LAW

2. Citation XVII

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:

SEE ATTACHED DOCUMENT FOREST STREET\_\_STANDARD AND SPECIAL CONDITIONS\_039-0845



3. The MCC finds that these resource areas are significant to the protection of the following interests as defined in the Act and its Regulations:
  - a. groundwater supply;
  - b. flood control;
  - c. storm damage prevention;
  - d. prevention of pollution;
  - e. protection of fisheries;
  - f. protection of wildlife habitat

#### **Specific Findings under the Manchester General Wetlands By-Law and its regulations**

1. In addition to those interests protected under the Act and its Regulations, the MCC finds that the resource areas and their buffer zones are significant to the protection of the following interests:
  - a. Water quality
  - b. Erosion and sedimentation control
2. The MCC grants a waiver for proposed activities proposed in the resources and which may occur in the 30-foot No Disturb Zone and the 50-foot No Build Zone not specifically depicted on the Approved Plan but which, never the less, lie within the 100-foot buffers to the above-mentioned resources.

The MCC grants the waiver under the by-law for the following reasons:

- a. The applicant has satisfied the requirement of demonstrating, by clear and convincing evidence as set forth in the Alternatives Analysis, that there is no Practicable Alternative to the proposed activity which would have a materially less Significant Immediate or Cumulative Adverse Impact to the Resource Area in the No Disturb Zone. The applicant has also satisfied the requirement of demonstrating, by a preponderance of credible evidence as set forth in the Alternatives Analysis, that there is no Practicable Alternative to the proposed activity which would have a materially less Significant Immediate or Cumulative Adverse Impact to the Resource Area in the No Build Zone.
- b. The "No Construction" alternative would fail to address serving the public need to maintain a water supply and the ongoing need to maintain the roadway surface.

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### **General and Special Conditions**

#### **A. General Conditions**

1. The term "Applicant" as used in this Order of Conditions shall refer to the owner, any successor in interest or successor in control of the property referenced in the Notice of Intent, supporting documents and this Order of Conditions. The MCC shall be notified in writing within 30 days of all transfers of title of any portion of property that take place prior to the issuance of the Certificate of Compliance.
2. With respect to all conditions the MCC designates the Conservation Administrator as its agent with full powers to act on its behalf in administering and enforcing this Order.
3. This document shall be included by reference in all contracts, plans and specifications dealing with the activity that is the subject of this Order, and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications.
4. It is the responsibility of the applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order, and to procure all required permits or approvals. These reviews, permits and approvals may include but are not limited to the following:
  - a. Review by the U.S. Army Corps of Engineers for any Category 2 or Individual Permit Activity, and procurement of any permits or approvals identified by the Corps.

f) The Applicant or his designee shall provide the name, address, and phone number of a contact person responsible for compliance with this Order.

12. Once all of the above pre-construction requirements of Conditions #10 and #11 have been fulfilled, the Conservation Administrator shall be contacted at least 48 hours prior to the start of work in order to schedule a **pre-construction meeting** at the site. The Administrator may be contacted by email at: [bertonic@manchester.ma.us](mailto:bertonic@manchester.ma.us) or by phone at 978-526-4397.

### C. Project Period

13. The erosion control devices shall function throughout the project to prevent erosion and sedimentation. They shall be inspected and maintained routinely by the applicant or his contractor throughout the duration of the project and after every storm event of 1/2 inch of precipitation or more. Breaks in the line shall be immediately repaired to prevent siltation into the wetlands. Additional erosion controls shall be available on site for such repairs.
14. The limit of work shall be the erosion control devices on the seaward side of the project and clearly marked on the upland/saltmarsh side) of the project beyond which no work may occur. The MCC reserves the right to require additional erosion controls and storm damage prevention measures at any time if it deems necessary.
15. The contractor or responsible party shall have an appropriately sized spill containment kit on site whenever vehicles or mechanized equipment is operating or present. The kit shall be sized to accommodate the total volume of fluids in the largest piece of equipment present. Appropriately trained personnel shall also be present and have access to this material. The contractor or responsible party shall be required to have additional absorbent materials (pads) and additional length of boom on site.
16. Equipment fuel storage and refueling and lubrication operations shall not be allowed on the site.
17. Construction equipment and vehicles shall be parked or stored on existing paved surfaces, as far away from the Resource Areas as possible.
18. Absolutely no washing of trucks or other equipment shall take place on the property.
19. Only clean fill may be used in connection with this project. Any fill used in connection with this project shall not contain trash, refuse, rubbish, or debris, including but not limited to lumber, brick, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
20. Stockpiled earth and other materials or debris shall be stored on paved surfaces, contained, and as far away from the Resource Areas as possible.
21. Trenches shall be filled & closed at the end of the day.
22. All stumps, brush, and debris shall be removed from the site, including existing and construction debris. This material shall be disposed of promptly and properly at an off-site facility licensed to receive the material. Records as to the destination of all materials including stumps, brush, and excess fill shall be kept and supplied to the Commission if requested.
23. Any refuse material generated through the project construction will be removed to an approved landfill, and in no case will these materials be allowed to be buried or disposed of on site or on abutting property. **REMOVAL MUST BE DONE WEEKLY DURING THE CONSTRUCTION PHASE OF THE PROJECT. REFUSE MUST NOT BE ALLOWED TO ENTER ANY WETLAND AREAS.**
24. No blasting shall be permitted under this Order of Conditions. If it is discovered during the course of work that blasting will be necessary, the applicant shall file for an Amended Order of Conditions with plans and evidence describing the blasting activities.

### D. Special Conditions

25. There shall be no change in the finish grade as compared to the existing grade of the paved surface.



35. Routine road and beach maintenance shall be consistent with and incorporated into the Town of Manchester's Road Maintenance Plan. This condition shall survive in perpetuity beyond the issuance of a Certificate of Compliance.

[Remainder of page left intentionally blank.]

## 00 31 00b – MassDOT Construction Permits



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



4-2023-0269

**MANCHESTER-BY-THE-SEA**  
**Utility: Capital Improvements - Water**

Subject to all the terms, conditions, and restrictions printed or written below, permission is hereby granted to **TOWN OF MANCHESTER-BY-THE-SEA DPW** to enter upon the State Highway known as **ROUTE 127** or **SUMMER STREET** for the purpose of removing and replacing **10-inch Cement Lined Ductile Iron (CLDI) Water Main (WM)** and associated appurtenances by excavating a proposed opening in the bituminous concrete roadway at the intersection of Summer Street and Ocean Street. The work includes installing **10-inch CLDI WM** from the existing **10-inch CLDI WM** located within the approximate center of the roadway at approximate station **78+67**, continuing southwesterly to the existing **12-inch CLDI WM** located within the center of the roadway at approximate station **79+14**.

Installing **8-inch CLDI WM** and associated appurtenances from the proposed **10-inch CLDI WM** located within the approximate center of the roadway at approximate station **78+83**, at the intersection of Summer Street and Ocean Street, continuing southeasterly beyond the location line onto Town of Manchester-By-The-Sea Layout.

All work is to be done in accordance and as shown on the plans submitted and on file in the District Four Permit Office by Bobrek Engineering & Construction titled “2023 Watermain Improvements, Ocean St. at Summer St. Water Main Connection” dated May 2023.

**WORK HOURS: 9:00 A.M. thru 3:00 P.M. Monday thru Friday.**

A copy of this permit must be on the job site at all times for inspection. Failure to have this permit available will result in suspension of the rights granted by this permit until such permit is made available.

No equipment, trucks, workers, etc., shall occupy any part of the traveled way except between the approved permitted hours. Except for an emergency, in no case will operations exceed the specified hours without the prior approval of the District Highway Director or an authorized Representative. This includes the placement of traffic control devices, vehicles, equipment or anything that restricts the flow of traffic through the construction zone. Emergencies must be unexpected situations or sudden occurrences of a serious and urgent nature that demand immediate attention.

No work shall be performed between November 15th and April 15th (winter shutdown) without prior approval from the District Highway Director or an authorized Representative.

No bituminous concrete shall be installed between November 15th and April 15th without prior approval from the District Highway Director or an authorized Representative.

No work shall be done under the terms of this permit on Saturdays, Sundays or Holidays.

District 4, 519 Appleton Street Arlington, MA 02476  
Tel: (857) 368-4000, FAX: (857) 368-0401  
[www.mass.gov/orgs/highway-division](http://www.mass.gov/orgs/highway-division)

No work will be performed on the day before a holiday or a long weekend which involves a holiday on any highway, roadway or property under the control of the MassDOT Highway Division or in areas where the work would adversely impact the normal flow of traffic on the State Highway System, without permission of the District Highway Director or an authorized Representative.

Provisions shall be made for the safety and protection of Pedestrian Traffic during the construction period.

It shall be the responsibility of the Grantee to provide access to the property of residents and business owners during the progress of the proposed work.

The Trench Permit Rider shall become an integral part of the terms and conditions of this permit. A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

The Grantee(s) must adhere to 520 CMR 14.00; EXCAVATION AND TRENCH SAFETY as promulgated by the Department of Public Safety in conjunction with the Division of Occupational Safety pursuant to the authority granted by M.G.L. Chapter 82A: Section 1.

The Grantee shall not engage in any work under benefit of this Permit until a MassDOT Roadway Work Notification Form is filed with the District Permit Office prior to the start of work. The form must contain the required information and have the proper signatory approval. The form must be submitted no later than 12:00 PM on the Wednesday prior to the week the work will begin. The duration of work approvals shall be limited to one week at a time. If the work exceeds one week then a new Roadway Work Notification Form is required to be submitted for each additional week. The Grantee can email the completed form to MassDOT at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us). A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

The Grantee shall notify the District Permit Office at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us), two (2) working days prior to the start of work. No work shall be authorized without said notification.

The Grantee shall contact the Area Contact Person (7:30 AM to 4:00 PM Monday through Friday) at 617.279.7236, two (2) working days prior to the start of work.

Any changes to the construction or traffic management plans impacting State Highway or traffic operations must be submitted for approval prior to implementation.

If it becomes necessary to open the roadway surface in a larger area or relocate the existing work area to a location other than specified in this permit then the Grantee shall apply for an additional permit to cover this project.

The Completion of Work Form shall be emailed to the Permit Engineer at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us) as soon as possible after the completion of the physical work. A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

**During construction, if any of the drainage pipes at utility crossings are damaged, they must be replaced, in kind, from structure to structure.**

The Grantee shall notify Dig-Safe at 1.888.344.7233 at least 72 hours prior to the start of work for the purpose of identifying the location of underground utilities.

Dig-Safe #      To be obtained prior to the commencement of work.

No trees shall be cut or removed under this permit.

All work shall be in compliance with the 2023 Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges" and the amended Supplemental Specifications.

Uniformed Police Officers with their official vehicles shall be in attendance at all times while work is being done under this permit.

The furnishing and erecting of all required signs and traffic safety devices shall be the responsibility of the Grantee.

All signs and devices shall conform to the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) with the Commonwealth of Massachusetts Amendments.

Cones and non-reflecting warning devices shall not be left in operating position on the highway when the daytime operations have ceased. If it becomes necessary for this Department to remove any construction warning devices or their appurtenances from the project due to negligence by the Grantee all costs for this work will be charged to the Grantee.

All warning devices shall be subject to removal, replacement and repositioning by the Grantee as often as deemed necessary by the Engineer.

The Contractor is responsible to ensure that all contractor personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect.

When in the opinion of the Engineer, this operation constitutes a hazard to traffic in any area, the Grantee may be required to suspend operations during certain hours and to remove his equipment from the roadway.

It is imperative that construction operations are managed so that motorists travel "delay" is minimized. At any time during the operation when a traffic delay of over twelve (12) minutes occurs and the situation is worsening, the Grantee will begin to suspend operations. Continuously increasing "delays" of over twelve (12) minutes are not to be permitted and may result in the termination of this Permit by the Department.

Free flow of traffic shall be maintained at all times.

Care shall be exercised so as not to disturb any existing State Highway Traffic Systems including above ground equipment, ducts, loops or any underground structures that exist. If said system is disturbed, it shall be restored immediately to its original condition. Also any damaged Traffic lines shall be restored to their original condition. All expenses for restoring conditions shall be charged to the Grantee.

The Grantee will be responsible for any damage caused by this operation to curbing, structures, roadway, etc.

The Grantee shall be responsible for any settlement which may occur as a result of the work done under this permit.

The Grantee shall assume full responsibility for the structural integrity of any trench described in this Permit.

The Grantee shall respond to trench maintenance requests by the District Highway Director or an authorized Representative within two (2) working days. Non-response within the specified time will result in the required maintenance work being done by the Grantor, with all the expenses charged to the Grantee.

Failure to respond to trench maintenance shall result in denial of future Permit requests.

The Grantee shall be responsible for any ponding of water which may develop within the State Highway Layout, caused by this work.

In the event of inclement weather (snow, ice, dense fog etc.), which lessens the visibility of advanced warning signs, vehicles and workers, the Grantee will suspend all operations. In the event of snow or icing conditions, all vehicles and equipment must be removed from the roadway and/or shoulder area so as not to interfere with snow and ice operations.

No work shall be authorized during inclement weather: fog, rain, snow, sleet, or ice storms and subsequent snow and ice operations.

The State Highway Layout shall be kept clean of debris of any nature at all times and shall be thoroughly cleaned at the completion of this permit.

At the completion of this permit, all disturbed areas shall be restored to a condition equal or better to that which existed prior to the work.

All roadway and sidewalk surfaces and trenches shall be cut in straight lines using a concrete saw with 90-degree corners/square or other accepted methods equipped to cut the full depth surfacing and including the reinforcing steel on concrete roadways. The excavation shall only be between these lines. The cutting operation shall not be done with a backhoe, gradall or any type of ripping equipment.

All rocks, boulders and other material and/or debris as a result of the trenching operation shall be removed from the State Highway layout at the end of each workday.

The Grantee must use a suitable backfill material which meets the requirements of the Grantor. The Grantor reserves the right to reject any material based on its physical properties, installation methods, or any other reasons which would cause the material to be unfit for use.

All methods used to determine and verify the proper compaction of backfill shall be in accordance with AASHTO Standards Specifications for Density of Soil and Soil- Aggregate In-Place by Nuclear methods (Shallow Depth) (Designation T238-86 Method B- Direct Transmission shall be used to determine in-place density) and Moisture Content of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth) (Designation T239-91).

All methods and work shall be performed by a technician on location certified in "soils" by the New England Transportation Technician Certification Program (NETTCP). All data and results shall be submitted to the District Highway Director for review and acceptance.

In the area of the open cut the backfill shall be made in six inch layers and mechanically compacted to the elevation of the adjoining subgrade, then gravel shall be placed and compacted to within two inches of the finished grade. The last two inches shall be bituminous concrete to form a temporary patch. The temporary patch shall remain in place for at least ninety days unless directed by the Engineer.

A permanent patch shall then be installed. The pavement shall be cut in a neat true line one foot outside all limits of the excavation within the roadway surface, then excavated to depth of 7.5-inches and remove material. The permanent patch shall consist of the base course shall be 3-1/2" thick of SUPERPAVE Base Course Pavement - 37.5. The intermediate course shall be 2-1/4" thick of SUPERPAVE Intermediate - 19. Lastly, the surface course shall be 1-3/4" thick of SUPERPAVE Surface Course - 12.5. If there is more than 7.5 inches of existing HMA, then the existing thickness will be required. The Applicant shall submit a pavement design for approval.

A tack coat of asphalt emulsion, meeting the requirements of 450.30: General shall be uniformly applied to existing or new pavement surfaces prior to placing pavement courses including all vertical surfaces of curbs, edging, utilities, and drainage structures. Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges II.113 2023 Edition. The existing surface shall be swept clean of all foreign matter and loose material using a mechanical sweeper and shall be dry before the tack coat is applied.

Hot Mix Asphalt pavement samples shall be collected for density and nuclear compaction. For HMA pavement cores all methods used to determine and verify the proper compaction, density, and thickness of HMA shall be in accordance with AASHTO Standards Specifications for sampling and testing of HMA Lots as described in the 2020 Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges"; Specification Section 450, Table 450.17 and Table 450.19a and Supplemental Specifications Dated June 30, 2020. HMA Plant Production and Field Placement test requirements, minimum of one test per 600 tons, when the quantity is less than 600-tons one sample is collected for the day's production and placement. When a test method has been updated or superseded, the superseding specification shall be used. If a test method has been removed from circulation with no replacement, then that test method shall be used until otherwise noted. The Contractor shall hire a MassDOT/NETTCP certified Testing Facility, at their cost, to perform HMA Plant/Field's Inspection, Sampling and Testing according to the Specification and furnish the Reports to MassDOT Permit Section for review and acceptance. The quality of the HMA materials and workmanship shall meet the MassDOT Specification in order to be accepted.

The crown of the roadway shall be restored to a condition equal or better to that which existed prior to the work.

Backfill for conduit or pipe to be installed within the soft shoulder shall be selected from the excavated material free from large lumps, clods, or rock placed between the pipe and the walls of the trench in layers not exceeding 6 inches in depth and thoroughly compacted. Each layer, if dry, shall be moistened and then compacted by rolling or by tamping with mechanical rammers. Special care should be taken to thoroughly compact the fill under the haunches of the pipe or conduit. This method of filling and compacting shall be continued until the material is level with the top of the pipe or conduit. The remainder of the filling shall consist of suitable material placed in successive layers not more than 6" in depth. Each layer shall be thoroughly compacted as specified above.

Any grass areas disturbed within the State Highway Layout shall be graded, loamed to a depth of 4" and seeded.

If the sidewalk area is disturbed, it shall be restored, full width, in kind a minimum of five feet beyond any disturbed area.

Sidewalks and Wheelchair ramps shall be constructed with rules and regulations of the Massachusetts Architectural Access Board ("AAB") as provided in 521CMR, and the requirements of the Americans with Disabilities Act ("ADA"), (Sections 20.2 and 21.1), and the 2017 MassDOT Construction Standard Details, as revised.

All pavement markings shall be thermoplastic and recessed.

It shall be the responsibility of the Grantee to replace all pavement markings, in kind, which have been disturbed by this permit. These pavement markings shall be restored within ten (10) days after this work is performed or as deemed necessary by the District Highway Director or an authorized Representative.

In addition to the conditions and restrictions herein contained, the Grantee is responsible for complying with any relevant Executive Orders or States of Emergencies that may be issued by the Governor's Office while this permit is active. The Governor may declare a State of Emergency in the event or imminent threat of natural or man-made disasters. A State of Emergency can cover a specific municipality, multiple communities, or the entire Commonwealth.

Detailed Information on States of Emergencies and Executive Orders can be found on the Mass.GOV website. <https://www.mass.gov/service-details/state-of-emergency-information> and <https://www.mass.gov/massachusetts-executive-orders>

Any bound marked MHB shall not be removed or disturbed. If it becomes necessary to remove and reset any highway bounds then the Grantee shall hire a Registered Professional Land Surveyor to perform this work. It shall be the responsibility of this land surveyor to submit to this office a statement in writing and a plan containing his stamp and signature showing that said work has been performed.

The Grantee assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing, and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during Grantee's work or activities under this permit to the extent such evaluation, assessment or remediation is required for Grantee's work, or (2) resulting from Grantee's work or activities under this permit. Grantee shall notify Grantor of any such assessment and remediation activities. The Grantee



is hereby held solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland area.

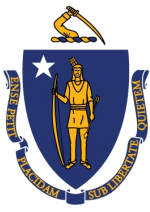
This permit is issued with the stipulation that it may be modified or revoked at any time at the discretion of the District Four Highway Director or an authorized Representative without rendering said Department or the Commonwealth of Massachusetts liable in any way.

The Grantee shall indemnify and hold harmless the Commonwealth and its Highway Division against all suits, claims or liability of every name and nature arising at any time out of or in consequence of the acts of the Grantee in the performance of the work covered by this permit and or failure to comply with terms and conditions of the permit whether by themselves or their employees or subcontractors.

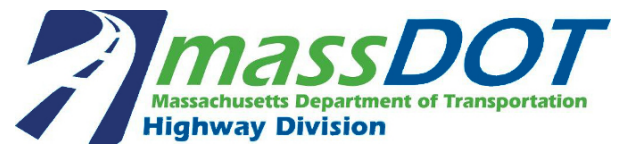
**APPLICANT'S REPRESENTATIVE: Charles Dam, Town of Manchester-By-The-Sea DPW**

**TELEPHONE NUMBER: (978) 526-1242 or [damc@manchester.ma.us](mailto:damc@manchester.ma.us)**

**ASA/asa July 13, 2024**



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



4-2023-0269

## Approved Signature

A handwritten signature in blue ink, reading "Paul D. Stedman", written over a horizontal line.

Paul Stedman by R.R.  
District Highway Director

Date of Issue: July 13, 2023

Permit Expiration: Saturday, July 13, 2024



Maura Healey, Governor  
Kimberly Driscoll, Lieutenant Governor  
Gina Flandaca, Secretary of Transportation & CEO  
Jonathan L. Gulliver, Highway Administrator



4-2021-0284

**MANCHESTER-BY-THE-SEA**  
**Utility: Capital Improvements - Water**

Subject to all the terms, conditions, and restrictions printed or written below, permission is hereby granted to **TOWN OF MANCHESTER-BY-THE-SEA DPW** to enter upon the State Highway known as **ROUTE 127** or **SUMMER STREET** for the purpose of removing and replacing 6-inch Cast Iron (CI) water main with 8-inch Cement Lined Ductile Iron (CLDI) water main from the existing 10-inch CI Water Main located within the approximate center of the roadway at approximate station 52+92 by excavating a proposed opening in the bituminous concrete roadway at the intersection of Summer Street and Magnolia Avenue. All work is to be done in accordance and as shown on the plans submitted and on file in the District Four Permit Office by Bobrek Engineering & Construction titled "2021 Water Main Improvement Project, Alt. 5, Magnolia Ave. at Summer St. Water Main Connection" dated July 2021 with a revised date of May 4, 2023.

**WORK HOURS: 9:00 A.M. thru 3:00 P.M. Monday thru Friday.**

A copy of this permit must be on the job site at all times for inspection. Failure to have this permit available will result in suspension of the rights granted by this permit until such permit is made available.

No equipment, trucks, workers, etc., shall occupy any part of the traveled way except between the approved permitted hours. Except for an emergency, in no case will operations exceed the specified hours without the prior approval of the District Highway Director or an authorized Representative. This includes the placement of traffic control devices, vehicles, equipment or anything that restricts the flow of traffic through the construction zone. Emergencies must be unexpected situations or sudden occurrences of a serious and urgent nature that demand immediate attention.

No work shall be performed between November 15th and April 15th (winter shutdown) without prior approval from the District Highway Director or an authorized Representative.

No bituminous concrete shall be installed between November 15th and April 15th without prior approval from the District Highway Director or an authorized Representative.

No work shall be done under the terms of this permit on Saturdays, Sundays or Holidays.

No work will be performed on the day before a holiday or a long weekend which involves a holiday on any highway, roadway or property under the control of the MassDOT Highway Division or in areas where the work would adversely impact the normal flow of traffic on the State Highway System, without permission of the District Highway Director or an authorized Representative.

Provisions shall be made for the safety and protection of Pedestrian Traffic during the construction period.

District 4, 519 Appleton Street Arlington, MA 02476  
Tel: (857) 368-4000, FAX: (857) 368-0401  
[www.mass.gov/orgs/highway-division](http://www.mass.gov/orgs/highway-division)

It shall be the responsibility of the Grantee to provide access to the property of residents and business owners during the progress of the proposed work.

The Trench Permit Rider shall become an integral part of the terms and conditions of this permit. A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

The Grantee(s) must adhere to 520 CMR 14.00; EXCAVATION AND TRENCH SAFETY as promulgated by the Department of Public Safety in conjunction with the Division of Occupational Safety pursuant to the authority granted by M.G.L. Chapter 82A: Section 1.

The Grantee shall not engage in any work under benefit of this Permit until a MassDOT Roadway Work Notification Form is filed with the District Permit Office prior to the start of work. The form must contain the required information and have the proper signatory approval. The form must be submitted no later than 12:00 PM on the Wednesday prior to the week the work will begin. The duration of work approvals shall be limited to one week at a time. If the work exceeds one week then a new Roadway Work Notification Form is required to be submitted for each additional week. The Grantee can email the completed form to MassDOT at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us). A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

The Grantee shall notify the District Permit Office at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us), two (2) working days prior to the start of work. No work shall be authorized without said notification.

The Grantee shall contact the Area Contact Person (7:30 AM to 4:00 PM Monday through Friday) at 617.279.7236, two (2) working days prior to the start of work.

Any changes to the construction or traffic management plans impacting State Highway or traffic operations must be submitted for approval prior to implementation.

If it becomes necessary to open the roadway surface in a larger area or relocate the existing work area to a location other than specified in this permit then the Grantee shall apply for an additional permit to cover this project.

The Completion of Work Form shall be emailed to the Permit Engineer at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us) as soon as possible after the completion of the physical work. A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

During construction, if any of the drainage pipes at utility crossings are damaged, they must be replaced, in kind, from structure to structure.

The Grantee shall notify Dig-Safe at 1.888.344.7233 at least 72 hours prior to the start of work for the purpose of identifying the location of underground utilities.

Dig-Safe #      To be obtained prior to the commencement of work.

No trees shall be cut or removed under this permit.

All work shall be in compliance with the 2023 Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges" and the amended Supplemental Specifications.

Uniformed Police Officers with their official vehicles shall be in attendance at all times while work is being done under this permit.

The furnishing and erecting of all required signs and traffic safety devices shall be the responsibility of the Grantee.

All signs and devices shall conform to the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) with the Commonwealth of Massachusetts Amendments.

Cones and non-reflecting warning devices shall not be left in operating position on the highway when the daytime operations have ceased. If it becomes necessary for this Department to remove any construction warning devices or their appurtenances from the project due to negligence by the Grantee all costs for this work will be charged to the Grantee.

All warning devices shall be subject to removal, replacement and repositioning by the Grantee as often as deemed necessary by the Engineer.

The Contractor is responsible to ensure that all contractor personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect.

When in the opinion of the Engineer, this operation constitutes a hazard to traffic in any area, the Grantee may be required to suspend operations during certain hours and to remove his equipment from the roadway.

It is imperative that construction operations are managed so that motorists travel "delay" is minimized. At any time during the operation when a traffic delay of over twelve (12) minutes occurs and the situation is worsening, the Grantee will begin to suspend operations. Continuously increasing "delays" of over twelve (12) minutes are not to be permitted and may result in the termination of this Permit by the Department.

Free flow of traffic shall be maintained at all times.

Care shall be exercised so as not to disturb any existing State Highway Traffic Systems including above ground equipment, ducts, loops or any underground structures that exist. If said system is disturbed, it shall be restored immediately to its original condition. Also any damaged Traffic lines shall be restored to their original condition. All expenses for restoring conditions shall be charged to the Grantee.

The Grantee will be responsible for any damage caused by this operation to curbing, structures, roadway, etc.

The Grantee shall be responsible for any settlement which may occur as a result of the work done under this permit.

The Grantee shall assume full responsibility for the structural integrity of any trench described in this Permit.

The Grantee shall respond to trench maintenance requests by the District Highway Director or an authorized Representative within two (2) working days. Non-response within the specified time will result in the required maintenance work being done by the Grantor, with all the expenses charged to the Grantee.

Failure to respond to trench maintenance shall result in denial of future Permit requests.

The Grantee shall be responsible for any ponding of water which may develop within the State Highway Layout, caused by this work.

In the event of inclement weather (snow, ice, dense fog etc.), which lessens the visibility of advanced warning signs, vehicles and workers, the Grantee will suspend all operations. In the event of snow or icing conditions, all vehicles and equipment must be removed from the roadway and/or shoulder area so as not to interfere with snow and ice operations.

No work shall be authorized during inclement weather: fog, rain, snow, sleet, or ice storms and subsequent snow and ice operations.

The State Highway Layout shall be kept clean of debris of any nature at all times and shall be thoroughly cleaned at the completion of this permit.

At the completion of this permit, all disturbed areas shall be restored to a condition equal or better to that which existed prior to the work.

All roadway and sidewalk surfaces and trenches shall be cut in straight lines using a concrete saw with 90-degree corners/square or other accepted methods equipped to cut the full depth surfacing and including the reinforcing steel on concrete roadways. The excavation shall only be between these lines. The cutting operation shall not be done with a backhoe, gradall or any type of ripping equipment.

All rocks, boulders and other material and/or debris as a result of the trenching operation shall be removed from the State Highway layout at the end of each workday.

The Grantee must use a suitable backfill material which meets the requirements of the Grantor. The Grantor reserves the right to reject any material based on its physical properties, installation methods, or any other reasons which would cause the material to be unfit for use.

All methods used to determine and verify the proper compaction of backfill shall be in accordance with AASHTO Standards Specifications for Density of Soil and Soil- Aggregate In-Place by Nuclear methods (Shallow Depth) (Designation T238-86 Method B- Direct Transmission shall be used to determine in-place density) and Moisture Content of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth) (Designation T239-91).

All methods and work shall be performed by a technician on location certified in "soils" by the New England Transportation Technician Certification Program (NETTCP). All data and results shall be submitted to the District Highway Director for review and acceptance.

In the area of the open cut the backfill shall be made in six inch layers and mechanically compacted to the elevation of the adjoining subgrade, then gravel shall be placed and compacted to within two inches of the finished grade. The last two inches shall be bituminous concrete to form a temporary patch. The temporary patch shall remain in place for at least ninety days unless directed by the Engineer.

A permanent patch shall then be installed. The pavement shall be cut in a neat true line one foot outside all limits of the excavation within the roadway surface, then excavated to depth of 7.5-inches and remove material. The permanent patch shall consist of the base course shall be 3-1/2" thick of SUPERPAVE Base Course Pavement - 37.5. The intermediate course shall be 2-1/4" thick of SUPERPAVE Intermediate - 19. Lastly, the surface course shall be 1-3/4" thick of SUPERPAVE Surface Course - 12.5. If there is more than 7.5 inches of existing HMA, then the existing thickness will be required. The Applicant shall submit a pavement design for approval.

A tack coat of asphalt emulsion, meeting the requirements of 450.30: General shall be uniformly applied to existing or new pavement surfaces prior to placing pavement courses including all vertical surfaces of curbs, edging, utilities, and drainage structures. Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges II.113 2023 Edition. The existing surface shall be swept clean of all foreign matter and loose material using a mechanical sweeper and shall be dry before the tack coat is applied.

Hot Mix Asphalt pavement samples shall be collected for density and nuclear compaction. For HMA pavement cores all methods used to determine and verify the proper compaction, density, and thickness of HMA shall be in accordance with AASHTO Standards Specifications for sampling and testing of HMA Lots as described in the 2020 Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges"; Specification Section 450, Table 450.17 and Table 450.19a and Supplemental Specifications Dated June 30, 2020. HMA Plant Production and Field Placement test requirements, minimum of one test per 600 tons, when the quantity is less than 600-tons one sample is collected for the day's production and placement. When a test method has been updated or superseded, the superseding specification shall be used. If a test method has been removed from circulation with no replacement, then that test method shall be used until otherwise noted. The Contractor shall hire a MassDOT/NETTCP certified Testing Facility, at their cost, to perform HMA Plant/Field's Inspection, Sampling and Testing according to the Specification and furnish the Reports to MassDOT Permit Section for review and acceptance. The quality of the HMA materials and workmanship shall meet the MassDOT Specification in order to be accepted.

The crown of the roadway shall be restored to a condition equal or better to that which existed prior to the work.

Backfill for conduit or pipe to be installed within the soft shoulder shall be selected from the excavated material free from large lumps, clods, or rock placed between the pipe and the walls of the trench in layers not exceeding 6 inches in depth and thoroughly compacted. Each layer, if dry, shall be moistened and then compacted by rolling or by tamping with mechanical rammers. Special care should be taken to thoroughly compact the fill under the haunches of the pipe or conduit. This method of filling and compacting shall be continued until the material is level with the top of the pipe or conduit. The remainder of the filling shall consist of suitable material placed in successive layers not more than 6" in depth. Each layer shall be thoroughly compacted as specified above.

Any grass areas disturbed within the State Highway Layout shall be graded, loamed to a depth of 4" and seeded.

If the sidewalk area is disturbed, it shall be restored, full width, in kind a minimum of five feet beyond any disturbed area.

Sidewalks and Wheelchair ramps shall be constructed with rules and regulations of the Massachusetts Architectural Access Board ("AAB") as provided in 521CMR, and the requirements of the Americans with Disabilities Act ("ADA"), (Sections 20.2 and 21.1), and the 2017 MassDOT Construction Standard Details, as revised.

All pavement markings shall be thermoplastic and recessed.

It shall be the responsibility of the Grantee to replace all pavement markings, in kind, which have been disturbed by this permit. These pavement markings shall be restored within ten (10) days after this work is performed or as deemed necessary by the District Highway Director or an authorized Representative.

In addition to the conditions and restrictions herein contained, the Grantee is responsible for complying with any relevant Executive Orders or States of Emergencies that may be issued by the Governor's Office while this permit is active. The Governor may declare a State of Emergency in the event or imminent threat of natural or man-made disasters. A State of Emergency can cover a specific municipality, multiple communities, or the entire Commonwealth.

Detailed Information on States of Emergencies and Executive Orders can be found on the Mass.GOV website. <https://www.mass.gov/service-details/state-of-emergency-information> and <https://www.mass.gov/massachusetts-executive-orders>

Any bound marked MHB shall not be removed or disturbed. If it becomes necessary to remove and reset any highway bounds then the Grantee shall hire a Registered Professional Land Surveyor to perform this work. It shall be the responsibility of this land surveyor to submit to this office a statement in writing and a plan containing his stamp and signature showing that said work has been performed.

The Grantee assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing, and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during Grantee's work or activities under this permit to the extent such evaluation, assessment or remediation is required for Grantee's work, or (2) resulting from Grantee's work or activities under this permit. Grantee shall notify Grantor of any such assessment and remediation activities. The Grantee is hereby held solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland area.

This permit is issued with the stipulation that it may be modified or revoked at any time at the discretion of the District Four Highway Director or an authorized Representative without rendering said Department or the Commonwealth of Massachusetts liable in any way.

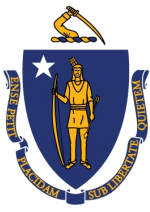


The Grantee shall indemnify and hold harmless the Commonwealth and its Highway Division against all suits, claims or liability of every name and nature arising at any time out of or in consequence of the acts of the Grantee in the performance of the work covered by this permit and or failure to comply with terms and conditions of the permit whether by themselves or their employees or subcontractors.

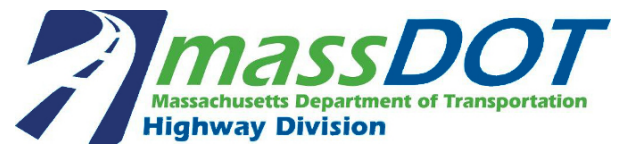
**APPLICANT'S REPRESENTATIVE:** Charles Dam, Town of Manchester-By-The-Sea DPW

**TELEPHONE NUMBER:** (978) 526-1242 or [dame@manchester.ma.us](mailto:dame@manchester.ma.us)

**DAF/daf May 4, 2024**



Maura Healey, Governor  
Kimberly Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary of Transportation & CEO  
Jonathan L. Gulliver, Highway Administrator



4-2021-0284

## Approved Signature

A handwritten signature in blue ink that reads "Paul D. Stedman".

Paul Stedman by R.R.  
District Highway Director

Date of Issue: May 4, 2023

Permit Expiration: Saturday, May 4, 2024



Maura Healey, Governor  
Kimberly Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary of Transportation & CEO  
Jonathan L. Gulliver, Highway Administrator



4-2021-0285

**MANCHESTER-BY-THE-SEA**  
**Utility: Capital Improvements - Water**

Subject to all the terms, conditions, and restrictions printed or written below, permission is hereby granted to **TOWN OF MANCHESTER-BY-THE-SEA DPW** to enter upon the State Highway known as **ROUTE 127** or **SUMMER STREET** for the purpose of replacing approximately 32-linear feet (LF) of 6-inch Cast Iron (CI) water main with 8-inch Cement Lined Ductile Iron (CLDI) water main from the existing 8-inch CI Water Main located within the approximate center of the roadway at approximate station 16+39 by excavating a proposed opening in the bituminous concrete roadway at the intersection of Summer Street and Raymond Street. The Grantee will remove the existing gate boxes and abandon the existing gate valves located within the approximate center of the roadway at approximate stations 15+78 and 17+00. All work is to be done in accordance and as shown on the plans submitted and on file in the District Four Permit Office by Bobrek Engineering & Construction titled "Tappan Street Utilities Improvement Project, Alt. 5, Raymond St. at Summer St. Water Main Connection" dated July 2021 with a revised date of February 8, 2023.

**WORK HOURS: 9:00 A.M. thru 3:00 P.M. Monday thru Friday.**

A copy of this permit must be on the job site at all times for inspection. Failure to have this permit available will result in suspension of the rights granted by this permit until such permit is made available.

No equipment, trucks, workers, etc., shall occupy any part of the traveled way except between the approved permitted hours. Except for an emergency, in no case will operations exceed the specified hours without the prior approval of the District Highway Director or an authorized Representative. This includes the placement of traffic control devices, vehicles, equipment or anything that restricts the flow of traffic through the construction zone. Emergencies must be unexpected situations or sudden occurrences of a serious and urgent nature that demand immediate attention.

No work shall be performed between November 15th and April 15th (winter shutdown) without prior approval from the District Highway Director or an authorized Representative.

No bituminous concrete shall be installed between November 15th and April 15th without prior approval from the District Highway Director or an authorized Representative.

No work shall be done under the terms of this permit on Saturdays, Sundays or Holidays.

No work will be performed on the day before a holiday or a long weekend which involves a holiday on any highway, roadway or property under the control of the MassDOT Highway Division or in areas where the work would adversely impact the normal flow of traffic on the State Highway System, without permission of the District Highway Director or an authorized Representative.

District 4, 519 Appleton Street Arlington, MA 02476  
Tel: (857) 368-4000, FAX: (857) 368-0401  
[www.mass.gov/orgs/highway-division](http://www.mass.gov/orgs/highway-division)

Provisions shall be made for the safety and protection of Pedestrian Traffic during the construction period.

It shall be the responsibility of the Grantee to provide access to the property of residents and business owners during the progress of the proposed work.

The Trench Permit Rider shall become an integral part of the terms and conditions of this permit. A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

The Grantee(s) must adhere to 520 CMR 14.00; EXCAVATION AND TRENCH SAFETY as promulgated by the Department of Public Safety in conjunction with the Division of Occupational Safety pursuant to the authority granted by M.G.L. Chapter 82A: Section 1.

The Grantee shall not engage in any work under benefit of this Permit until a MassDOT Roadway Work Notification Form is filed with the District Permit Office prior to the start of work. The form must contain the required information and have the proper signatory approval. The form must be submitted no later than 12:00 PM on the Wednesday prior to the week the work will begin. The duration of work approvals shall be limited to one week at a time. If the work exceeds one week then a new Roadway Work Notification Form is required to be submitted for each additional week. The Grantee can email the completed form to MassDOT at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us). A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

The Grantee shall notify the District Permit Office at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us), two (2) working days prior to the start of work. No work shall be authorized without said notification.

The Grantee shall contact the Area Contact Person (7:30 AM to 4:00 PM Monday through Friday) at 617.279.7236, two (2) working days prior to the start of work.

Any changes to the construction or traffic management plans impacting State Highway or traffic operations must be submitted for approval prior to implementation.

If it becomes necessary to open the roadway surface in a larger area or relocate the existing work area to a location other than specified in this permit then the Grantee shall apply for an additional permit to cover this project.

The Completion of Work Form shall be emailed to the Permit Engineer at [DOT-DL-D4-Permits@dot.state.ma.us](mailto:DOT-DL-D4-Permits@dot.state.ma.us) as soon as possible after the completion of the physical work. A writable form is uploaded into SHAPS, <https://shaps.massdot.state.ma.us/> in the “docs” tab of this permit.

During construction, if any of the drainage pipes at utility crossings are damaged, they must be replaced, in kind, from structure to structure.

The Grantee shall notify Dig-Safe at 1.888.344.7233 at least 72 hours prior to the start of work for the purpose of identifying the location of underground utilities.

Dig-Safe #      To be obtained prior to the commencement of work.

No trees shall be cut or removed under this permit.

All work shall be in compliance with the 2023 Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges" and the amended Supplemental Specifications.

Uniformed Police Officers with their official vehicles shall be in attendance at all times while work is being done under this permit.

The furnishing and erecting of all required signs and traffic safety devices shall be the responsibility of the Grantee.

All signs and devices shall conform to the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) with the Commonwealth of Massachusetts Amendments.

Cones and non-reflecting warning devices shall not be left in operating position on the highway when the daytime operations have ceased. If it becomes necessary for this Department to remove any construction warning devices or their appurtenances from the project due to negligence by the Grantee all costs for this work will be charged to the Grantee.

All warning devices shall be subject to removal, replacement and repositioning by the Grantee as often as deemed necessary by the Engineer.

The Contractor is responsible to ensure that all contractor personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect.

When in the opinion of the Engineer, this operation constitutes a hazard to traffic in any area, the Grantee may be required to suspend operations during certain hours and to remove his equipment from the roadway.

It is imperative that construction operations are managed so that motorists travel "delay" is minimized. At any time during the operation when a traffic delay of over twelve (12) minutes occurs and the situation is worsening, the Grantee will begin to suspend operations. Continuously increasing "delays" of over twelve (12) minutes are not to be permitted and may result in the termination of this Permit by the Department.

Free flow of traffic shall be maintained at all times.

Care shall be exercised so as not to disturb any existing State Highway Traffic Systems including above ground equipment, ducts, loops or any underground structures that exist. If said system is disturbed, it shall be restored immediately to its original condition. Also any damaged Traffic lines shall be restored to their original condition. All expenses for restoring conditions shall be charged to the Grantee.

The Grantee will be responsible for any damage caused by this operation to curbing, structures, roadway, etc.

The Grantee shall be responsible for any settlement which may occur as a result of the work done under this permit.

The Grantee shall assume full responsibility for the structural integrity of any trench described in this Permit.

The Grantee shall respond to trench maintenance requests by the District Highway Director or an authorized Representative within two (2) working days. Non-response within the specified time will result in the required maintenance work being done by the Grantor, with all the expenses charged to the Grantee.

Failure to respond to trench maintenance shall result in denial of future Permit requests.

The Grantee shall be responsible for any ponding of water which may develop within the State Highway Layout, caused by this work.

In the event of inclement weather (snow, ice, dense fog etc.), which lessens the visibility of advanced warning signs, vehicles and workers, the Grantee will suspend all operations. In the event of snow or icing conditions, all vehicles and equipment must be removed from the roadway and/or shoulder area so as not to interfere with snow and ice operations.

No work shall be authorized during inclement weather: fog, rain, snow, sleet, or ice storms and subsequent snow and ice operations.

The State Highway Layout shall be kept clean of debris of any nature at all times and shall be thoroughly cleaned at the completion of this permit.

At the completion of this permit, all disturbed areas shall be restored to a condition equal or better to that which existed prior to the work.

All roadway and sidewalk surfaces and trenches shall be cut in straight lines using a concrete saw with 90-degree corners/square or other accepted methods equipped to cut the full depth surfacing and including the reinforcing steel on concrete roadways. The excavation shall only be between these lines. The cutting operation shall not be done with a backhoe, gradall or any type of ripping equipment.

All rocks, boulders and other material and/or debris as a result of the trenching operation shall be removed from the State Highway layout at the end of each workday.

The Grantee must use a suitable backfill material which meets the requirements of the Grantor. The Grantor reserves the right to reject any material based on its physical properties, installation methods, or any other reasons which would cause the material to be unfit for use.

All methods used to determine and verify the proper compaction of backfill shall be in accordance with AASHTO Standards Specifications for Density of Soil and Soil- Aggregate In-Place by Nuclear methods (Shallow Depth)

(Designation T238-86 Method B- Direct Transmission shall be used to determine in-place density) and Moisture Content of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth) (Designation T239-91).

All methods and work shall be performed by a technician on location certified in "soils" by the New England Transportation Technician Certification Program (NETTCP). All data and results shall be submitted to the District Highway Director for review and acceptance.

In the area of the open cut the backfill shall be made in six inch layers and mechanically compacted to the elevation of the adjoining subgrade, then gravel shall be placed and compacted to within two inches of the finished grade. The last two inches shall be bituminous concrete to form a temporary patch. The temporary patch shall remain in place for at least ninety days unless directed by the Engineer.

A permanent patch shall then be installed. The pavement shall be cut in a neat true line one foot outside all limits of the excavation within the roadway surface, then excavated to depth of 7.5-inches and remove material. The permanent patch shall consist of the base course shall be 3-1/2" thick of SUPERPAVE Base Course Pavement - 37.5. The intermediate course shall be 2-1/4" thick of SUPERPAVE Intermediate - 19. Lastly, the surface course shall be 1-3/4" thick of SUPERPAVE Surface Course - 12.5. If there is more than 7.5 inches of existing HMA, then the existing thickness will be required. The Applicant shall submit a pavement design for approval.

A tack coat of asphalt emulsion, meeting the requirements of 450.30: General shall be uniformly applied to existing or new pavement surfaces prior to placing pavement courses including all vertical surfaces of curbs, edging, utilities, and drainage structures. Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges II.113 2022 Edition. The existing surface shall be swept clean of all foreign matter and loose material using a mechanical sweeper and shall be dry before the tack coat is applied.

Hot Mix Asphalt pavement samples shall be collected for density and nuclear compaction. For HMA pavement cores all methods used to determine and verify the proper compaction, density, and thickness of HMA shall be in accordance with AASHTO Standards Specifications for sampling and testing of HMA Lots as described in the 2020 Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges"; Specification Section 450, Table 450.17 and Table 450.19a and Supplemental Specifications Dated June 30, 2020. HMA Plant Production and Field Placement test requirements, minimum of one test per 600 tons, when the quantity is less than 600-tons one sample is collected for the day's production and placement. When a test method has been updated or superseded, the superseding specification shall be used. If a test method has been removed from circulation with no replacement, then that test method shall be used until otherwise noted. The Contractor shall hire a MassDOT/NETTCP certified Testing Facility, at their cost, to perform HMA Plant/Field's Inspection, Sampling and Testing according to the Specification and furnish the Reports to MassDOT Permit Section for review and acceptance. The quality of the HMA materials and workmanship shall meet the MassDOT Specification in order to be accepted.

The crown of the roadway shall be restored to a condition equal or better to that which existed prior to the work.

Backfill for conduit or pipe to be installed within the soft shoulder shall be selected from the excavated material free from large lumps, clods, or rock placed between the pipe and the walls of the trench in layers not exceeding 6 inches in depth and thoroughly compacted. Each layer, if dry, shall be moistened and then compacted by rolling or by tamping with mechanical rammers. Special care should be taken to thoroughly compact the fill under the haunches of the pipe or

conduit. This method of filling and compacting shall be continued until the material is level with the top of the pipe or conduit. The remainder of the filling shall consist of suitable material placed in successive layers not more than 6" in depth. Each layer shall be thoroughly compacted as specified above.

Any grass areas disturbed within the State Highway Layout shall be graded, loamed to a depth of 4" and seeded.

If the sidewalk area is disturbed, it shall be restored, full width, in kind a minimum of five feet beyond any disturbed area.

Sidewalks and Wheelchair ramps shall be constructed in accordance with 521 CMR Rules and Regulations of the Architectural Access Board (AAB) and Americans with Disabilities Act (ADA), (Sections 20.2 and 21.1), and the MassHighway Wheelchair Ramp Standards booklet effective 10/8/97, and the Construction and Traffic Standards Details, 1996 Metric Edition as revised.

All pavement markings shall be thermoplastic and recessed.

It shall be the responsibility of the Grantee to replace all pavement markings, in kind, which have been disturbed by this permit. These pavement markings shall be restored within ten (10) days after this work is performed or as deemed necessary by the District Highway Director or an authorized Representative.

In addition to the conditions and restrictions herein contained, the Grantee is responsible for complying with any relevant Executive Orders or States of Emergencies that may be issued by the Governor's Office while this permit is active. The Governor may declare a State of Emergency in the event or imminent threat of natural or man-made disasters. A State of Emergency can cover a specific municipality, multiple communities, or the entire Commonwealth.

Detailed Information on States of Emergencies and Executive Orders can be found on the Mass.GOV website. <https://www.mass.gov/service-details/state-of-emergency-infomation> and <https://www.mass.gov/massachusetts-executive-orders>

Any bound marked MHB shall not be removed or disturbed. If it becomes necessary to remove and reset any highway bounds then the Grantee shall hire a Registered Professional Land Surveyor to perform this work. It shall be the responsibility of this land surveyor to submit to this office a statement in writing and a plan containing his stamp and signature showing that said work has been performed.

The Grantee assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing, and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during Grantee's work or activities under this permit to the extent such evaluation, assessment or remediation is required for Grantee's work, or (2) resulting from Grantee's work or activities under this permit. Grantee shall notify Grantor of any such assessment and remediation activities. The Grantee is hereby held solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland area.



This permit is issued with the stipulation that it may be modified or revoked at any time at the discretion of the District Four Highway Director or an authorized Representative without rendering said Department or the Commonwealth of Massachusetts liable in any way.

The Grantee shall indemnify and hold harmless the Commonwealth and its Highway Division against all suits, claims or liability of every name and nature arising at any time out of or in consequence of the acts of the Grantee in the performance of the work covered by this permit and or failure to comply with terms and conditions of the permit whether by themselves or their employees or subcontractors.

**APPLICANT'S REPRESENTATIVE: Charles Dam, Town of Manchester-By-The-Sea DPW**

**TELEPHONE NUMBER: (978) 526-1242 or [damc@manchester.ma.us](mailto:damc@manchester.ma.us)**

**DAF/daf March 13, 2024**



Maura Healey, Governor  
Kimberly Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary of Transportation & CEO  
Jonathan L. Gulliver, Highway Administrator



4-2021-0285

## Approved Signature

A handwritten signature in blue ink that reads "Paul D. Stedman".

Paul Stedman by R.R.  
District Highway Director

Date of Issue: March 13, 2023

Permit Expiration: Wednesday, March 13, 2024

## SECTION 00 41 01

### BID FORM

#### ARTICLE 1 – DEFINED TERMS

- 1.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions and Supplementary Conditions, if any.

#### ARTICLE 2 – BID RECIPIENT

- 2.01 This Bid is submitted to:

**Manchester-By-The-Sea  
10 Central Street, Room 6  
Manchester-By-The-Sea, Massachusetts 01944  
ATTN: Charles Dam, Public Works Director**

- 2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

- 3.01 Bidder accepts all the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
  - B. those included in the Supplementary Instructions to Bidders;
  - C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) set forth in the General Conditions and Supplementary Conditions, if any;
  - D. Contractor to fully comply with all provisions of MassDOT Standard Specifications for Highways and Bridges, including but not limited to Section 4:00 SCOPE OF WORK.
  - E. Contract Times as set forth in the Agreement; and
  - F. provisions for liquidated damages as set forth in the Agreement.
- 3.02 This Bid will remain subject to acceptance for 150 calendar days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.03 Bidder acknowledges receipt of the following Addenda.

Addendum No.                      Addendum Date

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Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

#### ARTICLE 4 – BASIS OF BID

4.01 Bidder will complete the Work under Work Authorizations in accordance with the Contract Documents for the following price(s) based on unit prices included in the following schedule. **Bidder must complete all items. BID PRICES SHALL EXCLUDE SALES AND USE TAX.**

##### Base Bid Price Form Walker Road Water Main Improvements

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
1	Mobilization/Demobilization @	1		
	Dollars and _____ Cents PER LUMP SUM	LS		
2b	6" Cement Lined Ductile Iron Pipe @	80		
	Dollars and _____ Cents PER LINEAR FOOT	LF		
2c	8" Cement Lined Ductile Iron Pipe @	1070		
	Dollars and _____ Cents PER LINEAR FOOT	LF		

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
2e	12” Cement Lined Ductile Iron Pipe @	10		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
3a	1” Copper Tubing @	550		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
4a	1” Corporation @	11		
		EA		
	Dollars and _____Cents PER EACH			
5a	1” Curb Stop & Box @	11		
		EA		
	Dollars and _____Cents PER EACH			
6b	6” Gate Valve & Box @	2		
		EA		
	Dollars and _____Cents PER EACH			
6c	8” Gate Valve & Box @	2		
		EA		
	Dollars and _____Cents PER EACH			
7	Hydrants @	2		
		EA		
	Dollars and _____Cents PER EACH			

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
8	Fittings @	4,300		
		LBS		
	Dollars and _____Cents PER POUNDS			
9	Water Distribution Bypass @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			
10	4’ Diameter Deep Sump Catch Basin @	2		
		EA		
	Dollars and _____Cents PER EACH			
11	Test Pits @	4		
		EA		
	Dollars and _____Cents PER EACH			
12	Frame and Grate @	2		
		EA		
	Dollars and _____Cents PER EACH			
13	12” SDR-35 PVC Drain Pipe @	45		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
14	12” CB Plastic Pipe Fabrication Hood @	2		
		EA		
	Dollars and _____Cents PER EACH			

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
15a	Temporary Trench Pavement (4") @	275		
		TON		
	Dollars and _____Cents PER TON			
15b	Misc. Hot Mix Asphalt @	60		
		TON		
	Dollars and _____Cents PER TON			
16	Permanent Trench Mill & Overlay Top Course – 2" @	1600		
		SY		
	Dollars and _____Cents PER SQUARE YARD			
17a	Rock Removal @ One Hundred	250	\$100	\$25,000
		CY		
	Dollars and _____Cents PER CUBIC YARD			
17b	Rock Removal Adjusted @	250		
		CY		
	Dollars and _____Cents PER CUBIC YARD			
18	Erosion Control @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			
19	Loam and Seed @	300		
		SY		
	Dollars and _____Cents PER SQUARE YARD			

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
20	Project Closeout @	1		
		LS		
	Dollars and _____ Cents PER LUMP SUM			
21	Traffic Management @	1		
		LS		
	Dollars and _____ Cents PER LUMP SUM			
22	Owner’s Allowance for Police Detail @ THIRTY-FIVE THOUSAND	1	\$35,000	\$35,000
		ALL		
	Dollars and _____ Cents PER ALLOWANCE			
23	Owner’s Allowance for Interior Plumbing & Finishes @ ONE HUNDRED-FIFTY THOUSAND	1	\$150,000	\$150,000
		ALL		
	Dollars and _____ Cents PER ALLOWANCE			

**TOTAL WALKER ROAD BASE BID PRICE (based on Unit Price Schedule above):**

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**Alternate #1 Bid Price Form – Ocean Street at Summer Street - Water Main Improvements**

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
1	Mobilization/Demobilization @	1		
		LS		
	Dollars and _____ Cents PER LUMP SUM			
2c	8" Cement Lined Ductile Iron Pipe @	38		
		LF		
	Dollars and _____ Cents PER LINEAR FOOT			
2d	10" Cement Lined Ductile Iron Pipe @	38		
		LF		
	Dollars and _____ Cents PER LINEAR FOOT			
6d	10" Gate Valve & Box @	2		
		EA		
	Dollars and _____ Cents PER EACH			
8	Fittings @	1,200		
		LBS		
	Dollars and _____ Cents PER POUNDS			
15a	Temporary Trench Pavement (4") @	30		
		TON		
	Dollars and _____ Cents PER TON			
16	Permanent Trench Mill & Overlay Top Course– 2" @	100		
		SY		
	Dollars and _____ Cents PER SQUARE YARD			

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
21	Traffic Management @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			
22	Owner's Allowance for Police Detail @	1	\$10,000	\$10,000
		ALL		
	Dollars and _____Cents PER ALLOWANCE			

**TOTAL ALTERNATE NO. 1, OCEAN STREET BID PRICE (Based on Unit Price Schedule above):**

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**Alternate #2 Bid Price Form –Magnolia Avenue at Summer Street - Water Main Improvements**

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)		
1	Mobilization/Demobilization @	1				
		LS				
	Dollars and _____Cents PER LUMP SUM					
2c	8" Cement Lined Ductile Iron Pipe @	130				
		LF				
	Dollars and _____Cents PER LINEAR FOOT					
2d	10" Cement Lined Ductile Iron Pipe @	25				
		LF				
	Dollars and _____Cents PER LINEAR FOOT					
6C	8" Gate Valve & Box @	1				
		EA				
	Dollars and _____Cents PER EACH					
6d	10" Gate Valve & Box @	2				
		EA				
	Dollars and _____Cents PER EACH					
8	Fittings @	2,000				
		LBS				
	Dollars and _____Cents PER POUNDS					
9	Water Distribution Bypass @	1				
		LS				
	Dollars and _____Cents PER LUMP SUM					

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)		
15a	Temporary Trench Pavement (4") @	30				
		TON				
	Dollars and _____Cents PER TON					
16	Permanent Trench Mill & Overlay Top Course– 2” @	168				
		SY				
	Dollars and _____Cents PER SQUARE YARD					
17a	Rock Removal @ One Hundred	20	\$100	\$2,000		
		CY				
	Dollars and _____Cents PER CUBIC YARD					
17b	Rock Removal Adjusted @	20				
		CY				
	Dollars and _____Cents PER CUBIC YARD					
21	Traffic Management @	1				
		LS				
	Dollars and _____Cents PER LUMP SUM					
22	Owner’s Allowance for Police Detail @	1	\$10,000	\$10,000		
		ALL				
	Dollars and _____Cents PER ALLOWANCE					

**TOTAL ALTERNATE NO. 2, MAGNOLIA AVE BID PRICE (based on Unit Price Schedule above):**

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**Alternate #3 Bid Price Form –Raymond Street at Summer Street - Water Main Improvements**

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
1	Mobilization/Demobilization @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			
2b	6" Cement Lined Ductile Iron Pipe @	13		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
2c	8" Cement Lined Ductile Iron Pipe @	66		
		LF		
	Dollars and _____Cents PER LINEAR FOOT			
6b	6" Gate Valve & Box @	1		
		EA		
	Dollars and _____Cents PER EACH			
6c	8" Gate Valve & Box @	2		
		EA		
	Dollars and _____Cents PER EACH			
8	Fittings @	2000		
		LBS		
	Dollars and _____Cents PER POUNDS			
9	Water Distribution Bypass @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
15a	Temporary Trench Pavement (4") @	50		
		TON		
	Dollars and _____Cents PER TON			
16	Permanent Trench Mill & Overlay Top Course - 2" @	100		
		SY		
	Dollars and _____Cents PER SQUARE YARD			
18	Erosion Control @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			
21	Traffic Management @	1		
		LS		
	Dollars and _____Cents PER LUMP SUM			
22	Owner’s Allowance for Police Detail @	1	\$10,000	\$10,000
		ALL		
	Dollars and _____Cents PER ALLOWANCE			

**TOTAL ALTERNATE NO. 3, RAYMOND STREET BID PRICE (based on Unit Price Schedule above):**

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## Alternate #4 Bid Price Form – Tappan Street Water Main Improvements

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)		
1	Mobilization/Demobilization @	1				
		LS				
	Dollars and _____ Cents PER LUMP SUM					
2a	4" Cement Lined Ductile Iron Pipe @	20				
		LF				
	Dollars and _____ Cents PER LINEAR FOOT					
2b	6" Cement Lined Ductile Iron Pipe @	35				
		LF				
	Dollars and _____ Cents PER LINEAR FOOT					
2c	8" Cement Lined Ductile Iron Pipe @	1050				
		LF				
	Dollars and _____ Cents PER LINEAR FOOT					
2d	10" Cement Lined Ductile Iron Pipe @	30				
		LF				
	Dollars and _____ Cents PER LINEAR FOOT					
3a	1" Copper Tubing @	263				
		LF				
	Dollars and _____ Cents PER LINEAR FOOT					
3b	2" Copper Tubing @	20				
		LF				
	Dollars and _____ Cents PER LINEAR FOOT					

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
4a	1" Corporation @	14		
		EA		
	Dollars and _____ Cents PER EACH			
4b	2" Corporation @	1		
		EA		
	Dollars and _____ Cents PER EACH			
5a	1" Curb Stop and Box @	14		
		EA		
	Dollars and _____ Cents PER EACH			
5b	2" Curb Stop and Box @	1		
		EA		
	Dollars and _____ Cents PER EACH			
6a	4" Gate Valve and Box @	1		
		EA		
	Dollars and _____ Cents PER EACH			
6b	6" Gate Valve and Box @	2		
		EA		
	Dollars and _____ Cents PER EACH			
6c	8" Gate Valve and Box @	6		
		EA		
	Dollars and _____ Cents PER EACH			



Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
6d	10" Gate Valve and Box @	2		
		EA		
	Dollars and _____ Cents PER EACH			
7	Hydrants @	2		
		EA		
	Dollars and _____ Cents PER EACH			
8	Fittings @	7,000		
		LBS		
	Dollars and _____ Cents PER POUND			
9	Water Distribution Bypass @	1		
		LS		
	Dollars and _____ Cents PER LUMP SUM			
15a	Temporary Trench Pavement (4") @	300		
		TON		
	Dollars and _____ Cents PER TON			
15b	Misc. Hot Mix Asphalt @	150		
		TON		
	Dollars and _____ Cents PER TON			
16	Permanent Trench Mill & Overlay Top Course - 2" @	1800		
		SY		
	Dollars and _____ Cents PER SQUARE YARD			

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
17a	Rock Removal @ One Hundred	370	\$100	\$37,000
	Dollars and _____ Cents PER CUBIC YARD	CY		
17b	Rock Removal Adjusted @	370		
	Dollars and _____ Cents PER CUBIC YARD	CY		
18	Erosion Control @	1		
	Dollars and _____ Cents PER LUMP SUM	LS		
19	Loam and Seed @	160		
	Dollars and _____ Cents PER SQUARE YARD	SY		
20	Project Closeout @	1	\$15,000	\$15,000
	Dollars and _____ Cents PER LUMP SUM	LS		
21	Traffic Management @	1		
	Dollars and _____ Cents PER LUMP SUM	LS		
22	Owner's Allowance for Police Detail @	1	\$19,600	\$19,600
	Dollars and _____ Cents PER ALLOWANCE	ALL		

**TOTAL ALTERNATE NO. 4 BID PRICE (based on Unit Price Schedule above):**

---

**SUMMARY OF BIDS:**

**BASE BID:**

---

**ALT #1:**

---

**ALT #2:**

---

**ALT #3:**

---

**ALT #4:**

---

**SUMMARY OF BASE BID WITH ALTERNATES:**

**BASE BID +/- ALT #1:**

---

**BASE BID +/- ALT #1 & 2:**

---

**BASE BID +/- ALT #1, 2, & 3:**

---

**BASE BID +/- ALT #1, 2, 3, & 4:**

---

4.03 Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.

4.04 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.

**4.05 Contract Price Adjustments:**

A. Owner's Contingency Allowance items will be processed per Article 11.02 of the General Conditions.

1. Base Prices for diesel fuel, gasoline, liquid asphalt, and portland cement in cast-in-place concrete to be used for Contract Price Adjustments are established in Section 00 73 73, SC-12.01 per MGL c30s38A.

## ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees to the Contract Times (Substantial Completion and ready for final payment) as stated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

00 43 13 Bid Bond – Penal Sum Form

*OR*

Required Bid security in the form of 5% pf the Bidders Base Price

### Supplements:

00 43 93 Bid Submittal Checklist

00 45 05 Bidder's Representations and Certifications including required submittals

00 45 13 Bidder's Qualifications

00 45 19 Non-collusion Affidavit

## ARTICLE 7 – BID SUBMITTAL

7.01 This Bid is submitted by: \_\_\_\_\_

Fill out ONE of the following sections A, B, C or D as appropriate.

### A. Corporation

Corporation Name: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Type: \_\_\_\_\_  
(General Business, Professional, Service, other)

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

Date of qualification to do business as out-of-state corporation: \_\_\_\_\_

### B. Limited Liability Company (LLC)

LLC Name: \_\_\_\_\_

State in which organized: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

**C. Joint Venture**

First Joint Venturer Name:

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

Second Joint Venturer Name:

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation and limited liability company that is a party to the joint venture should be in the manner indicated above.)

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

**D. An Individual**

Name (*typed or printed*):

By:

*(Individual's signature)*

Doing business as:

Business Address:

Phone & Facsimile Nos:

Email address:

SUBMITTED ON:

EIN/FEIN:

Communications concerning this Bid shall be addressed to:

Name:

Title:

Business Address:

Phone & Facsimile Nos:

Email address:

**END OF SECTION**



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**BID**

Bid Due Date:

Description (*Project Name and Include Location*):

**BOND**

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

Signature

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

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By:

Signature (Attach Power of Attorney)

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

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

---

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 43 93

BID SUBMITTAL CHECKLIST

Bidder confirms that the following documents are fully completed, included in and made part of its Bid.

☐ 00 41 01 Bid Form

☐ 00 43 13 Bid Bond – Penal Sum Form

OR

☐ Required Bid security in the form of \_\_\_\_\_

Supplements

☐ 00 45 05 Bidder's Representations and Certifications

☐ including required documents and submittals

☐ 00 45 13 Bidder's Qualifications

☐ 00 45 19 Non-collusion Affidavit

☐ One original signed hardcopy (with original Bid security) has been submitted to the Owner in accordance with Section 00 21 13.

CONFIRMED BY BIDDER ON:

By:

\_\_\_\_\_  
*Authorized person per Bid Form*

END OF SECTION

This page intentionally left blank

**SECTION 00 45 05****BIDDERS REPRESENTATIONS AND CERTIFICATIONS**

The undersigned, under the penalties of perjury, represents and certifies the following which is made a condition of the Bid.

**1.01 Bidder's Representations**

- A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.

## 1.02 Bidder's Certifications

- A. The Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid and has not solicited or induced any individual or entity to refrain from bidding.
- C. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- D. Bidder will comply with the requirements of the Safety and Health provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

- E. Bidder will comply with the requirements of the Equal Employment Opportunity, Anti-discrimination, and Affirmative Action Program provisions in the Contract Documents, if any, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

### 1.03 Bidder's Certifications Required by Massachusetts General Law (MGL)

- A. The Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- B. Bidder has submitted a certificate from the Secretary of State of the Commonwealth of Massachusetts that the corporation has complied with requirements of Section 15.03 of subdivision A of Part 15 of MGL Chapter 156D and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D if Bidder is a foreign corporation. Bidder certifies it will provide such certificate for each Subcontractor that is a foreign corporation if it receives a Notice of Award.
- C. Bidder certifies, under the penalties of perjury, to the best of its knowledge and belief, that all state tax returns have been filed and all state taxes paid pursuant to MGL Chapter 62C, Section 49A, and has submitted a Certificate of Good Standing with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue certifying Bidder has complied with all laws relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. Bidder certifies it will provide such certificate for each Subcontractor if it receives a Notice of Award.
- D. Bidder certifies that if awarded the Contract, the following will be submitted prior to execution of the Agreement in accordance with MGL Chapter 30, Section 39R *Definitions; contract provisions; management and financial statements; enforcement*.

To Owner - A statement by management on internal accounting control and a statement prepared by an independent certified public accountant regarding management's statement;

- E. Bidder certifies that if awarded the Contract, any Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos will only be performed by a licensed contractor in accordance with MGL Chapter 149, Section 6BA.
- F. Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all

employees to be employed at the Work Site 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 if Bidder is awarded a Contract, shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

- G. Bidder is not presently debarred from bidding on or entering into a public contract in the Commonwealth of Massachusetts under the provisions of MGL Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the MGL or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

SUBMITTED ON: \_\_\_\_\_

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

**END OF SECTION**



## SECTION 00 45 13

### BIDDER'S QUALIFICATIONS

1. Bidders may be investigated by the OWNER to determine if they are qualified to perform the Work.
  - A. Any Bidder who cannot meet all of the following requirements may be rejected at the discretion of the OWNER. The bidder:
    - a. Shall not have defaulted on any contract within three years prior to the bid date.
    - b. Shall maintain a permanent place of business.
    - c. Shall have adequate personnel and equipment to perform the work expeditiously.
    - d. Shall have suitable financial status to meet obligations incident to the work.
    - e. Shall have appropriate technical experience satisfactory to OWNER in the class of work involved.
    - f. Shall be registered with the Secretary of State of the Commonwealth of Massachusetts to do business in Massachusetts.
    - g. Shall not have failed to perform satisfactorily on contracts of a similar nature.
    - h. Shall not have failed to complete previous contracts on time.
    - i. Shall not have any documented disputes or outstanding deficient work with the Town of Manchester-By-The-Sea on any prior projects.
    - j. In business for 10 years at a minimum.
2. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within five days after the Bid opening, a list of all work completed within the last five years.
3. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience in the type of work in this Contract, and whether available equipment and financial resources are adequate to assure OWNER that the Work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed may also be considered.
4. In evaluating Bids, OWNER will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.
5. OWNER reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

- A. Following is a list of **at least five (5) projects** Bidder's organization has completed **within the last ten (10) years which are similar** in type, character and magnitude to that required by the Contract. Projects similar in type, character and magnitude shall include:

- Installation of CLDI water main of at least 4,000 Linear Feet;
- Contract municipal project value at a minimum of \$2,000,000.

Client/OWNER Name/Address	Project Name/Location/Total Price	CURRENT Contact Name, Phone, Email	Diameter/Length/ Material of Lined Pipes	Time Period

END OF SECTION

## SECTION 00 45 19

## NON-COLLUSION AFFADAVIT

\_\_\_\_\_, being duly sworn,  
depose and, under the penalty of perjury, say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and, has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.

8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Position: \_\_\_\_\_

Attest: \_\_\_\_\_

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

END OF SECTION

## SAMPLE NOTICE OF AWARD (C-00 51 00)

Date:

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Bid dated [ ] for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **2023 Water Main Improvements Project** subject to the following conditions being met and subject to required reviews and approvals

The Contract Price of your Contract is Dollars (\$) ).

You must comply with the following conditions precedent **within 10 days** of the date you receive this Notice of Award.

1. Deliver the Contract security (Bonds) as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
2. Deliver the insurance certificates indicating coverages as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
3. Deliver the following completed and executed certifications and documents:
  - a. Pursuant to MGL Chapter 30, Section 39R *Definitions; contract provisions; management and financial statements; enforcement* per Section 00 22 13:
    - Provide a statement by management on internal accounting controls and a statement prepared by an independent certified public accountant regarding management's statement to the Owner.
  - b. From each Subcontractor:
    - Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes per Section 00 22 13
    - Certification from the Secretary of State for foreign corporations per Section 00 22 13

## SAMPLE NOTICE OF AWARD (C-00 51 00)

Other conditions precedent:

Failure to comply with the above conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After confirming that you have complied with the above conditions and required approvals are obtained, Owner will deliver the conformed Contract Documents for execution.

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

Authorized Signature\_\_\_\_\_

Title:\_\_\_\_\_

Copy to Engineer

**END OF SECTION**

**SECTION 00 52 10  
AGREEMENT FORM**

Manchester-By-The-Sea, MA  
STANDARD CONTRACT

THIS AGREEMENT is by and between the Town of Manchester by-the-Sea, Massachusetts (“Owner”) and \_\_\_\_\_ (“Contractor”).  
Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Scope of Work includes the following principal features and all materials, equipment, services and construction inherent to the Work.

- Installation of CLDI water main along Walker Road and Tappan St.;
- Installation of catch basins on Walker Road;
- Installation of new hydrants & connections to existing water system;
- Installation of new water service connections;
- Furnish, install, maintain and removal of temporary water main bypass;
- Installation of new CLDI water main connecting recently installed water mains on Ocean Street, Magnolia Avenue and Raymond Street to Summer Street;
- Permanent trench restoration in areas noted on the Drawings.

**ARTICLE 2 – THE PROJECT**

2.01 The Project under the Contract Documents is generally described as “**2023 Water Main Improvement Project.**”

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Bobrek Engineering & Construction, LLC (Engineer) which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, Final Completion Punchlist completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### *4.02 Substantial Completion, Punchlist Completion, and Final Payment*

- A. The Base Bid Work shall be **substantially complete within 90 calendar days** and shall reach **final completion within 120 calendar days** of the Notice to Proceed in accordance with Paragraph 14.07 of the Standard General and Supplementary Conditions with the exception of the work included in Section 4.02 B.
- B. If Alternate 1 is executed, **an additional 20 calendar days will be added to the substantial completion deadline**, and **an additional 20 calendar days will be added to the final completion deadline**.
- C. If Alternate 2 is executed, **an additional 20 calendar days will be added to the substantial completion deadline**, and **an additional 30 calendar days will be added to the final completion deadline**.
- D. If Alternate 3 is executed, **an additional 20 calendar days will be added to the substantial completion deadline**, and **an additional 20 calendar days will be added to the final completion deadline**.
- E. If Alternate 4 is executed, **an additional 100 calendar days will be added to the substantial completion deadline**, and **an additional 100 calendar days will be added to the final completion deadline**.
- F. The Post Substantial Completion Punchlist shall be complete in accordance with Paragraph 14.07 of the Standard General and Supplementary Conditions.

#### *4.03 Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General and Supplementary Conditions, and Additional Supplementary Conditions, if any. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner as follows.
  - 1. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work (**Final Completion Punchlist**) within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,500** for each calendar day that expires after the time specified in Paragraph 4.02 above.

#### *5.02 Adjustments to the Contract Price*



- A. Adjustments to the Contract Price will be made for diesel fuel, gasoline, liquid asphalt, and portland cement in cast-in-place concrete based on the Base Prices and index established for adjustments in accordance with price adjustment clauses included in Section 00 73 73, SC-12.01.
- B. Adjustments to the Contract Duration (deduction) will be made for each full day of approved hours worked outside the specified allowable Work hours in Section 00 73 10 to cover additional costs incurred by the Owner such as for Engineer and Resident Site Representative ("Additional Work Fee"). Any Work conducted by the Contractor outside of the specified allowable Work hours will be tracked and totaled. For each 8-hours worked outside the allowable work hours will equate to a one-day deduction from the Contract Duration.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions and Supplementary Conditions, if any. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions and Supplementary Conditions, if any, and the General Requirements.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days of acceptance/approval of payment requisitions during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Standard General Conditions and Supplementary Conditions, if any, (and in the case of Unit Price Work based on the number of units completed).
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Standard General Conditions and Supplementary Conditions, if any, and additional retainage allowed by Laws and Regulations.
    - a. Progress Payments of 95 percent for Work completed (with the balance of 5 percent being retainage); and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance of 5 percent being retainage).
  - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed (with the balance of 1 percent being retainage), less such amounts as Engineer shall

determine in accordance with Paragraph 14.02.B.5 of the General Conditions and Supplementary Conditions, if any, and less the Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected (Punch List) attached to the certificate of Substantial Completion and subject to Paragraph 14.04 of the General Conditions and Supplementary Conditions, if any.

However, retainage for items planted in the ground shall remain at 5 percent of the cost of such items until Final Payment per Massachusetts General Laws Chapter 30, Section 39G.

#### *6.03 Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General and Supplementary Conditions, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General and Supplementary Conditions, if any, shall bear interest at the rate 3 percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston per Massachusetts General Laws Chapter 30, Section 39G. Interest shall not be accrued on retainage.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 The Contractor certifies, under the penalties of perjury, that:

- A. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- B. Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and, has provided for itself and each Subcontractor, a Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes and further, certifies that, to the best of its knowledge and belief, all state tax returns have been filed and all state taxes have been paid as required by Law pursuant to Massachusetts General Laws Chapter 62C, Section 49A;
- C. If a foreign corporation, Contractor has provided for itself and each Subcontractor that is a foreign corporation, a certificate of the state secretary stating that the corporation has complied with requirements of Massachusetts General Laws Chapter 156D, Part 15, Section 15.03 of subdivision A and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D, pursuant to Massachusetts General Laws Chapter 30, Section 39L;
- D. Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site 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 shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, all as required by Massachusetts General Laws Chapter 30, Section 39S;
- E. Contractor is not presently debarred from entering into a public contract Commonwealth of Massachusetts under the provisions of Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- F. Pursuant to Massachusetts General Laws Chapter 30, Section 39R, Contractor has provided a statement by management on internal accounting controls, a statement prepared by an independent certified public accountant regarding management's statement, and an audited financial statement for the most recent completed fiscal year;
- G. Contractor will incorporate the applicable provisions of the Contract Documents into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

#### 9.01 Contents

A. The Contract Documents consist of the following:

- 1. This Agreement and attachments
- 2. Items listed in Section 00 54 00

3. Forms listed in 00 60 00
4. Standard General Conditions in Section 00 72 05
5. Supplementary Conditions listed in Section 00 73 05
6. General Requirements, Specifications and Drawings as listed in the table of contents of the Contract Documents
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Work Change Directives
  - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement and made a part hereof.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions and Supplementary Conditions, if any.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions and Supplementary Conditions, if any.
- B. Contractor shall comply with Massachusetts Department of Transportation Standard Specifications for Highways and Bridges in their entirety including contractual and technical requirements.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER: \_\_\_\_\_  
MANCHESTER-BY-THE-SEA, MASSACHUSETTS

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_ Printed Name \_\_\_\_\_

Town Administrator

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Pursuant to MGL c.44, s31C, I certify that an appropriation has been made in the total amount of the Agreement.

Town/Accountant (Name) \_\_\_\_\_

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

The following items included in this Section are attached to and are incorporated into the Agreement and made a part thereof.

*TO BE COMPLETED AFTER AWARD LISTING ITEMS FROM SUCCESSFUL BIDDER*

- Performance Bond
- Payment Bond
- Insurance certificates

**END OF SECTION**

**SECTION 00 54 00****AGREEMENT FORM SUPPLEMENTS****1.01 GENERAL**

The following items supplement the Agreement Form (Section 00 52 10) and are incorporated into the Agreement and made a part thereof. Terms used in the Agreement will have the meanings stated in the Standard General Conditions and Supplementary Conditions, if any.

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**1.02 CONTRACT DOCUMENTS**

The Contract Documents consist of the following which are attached to the Agreement and made a part thereof. There are no Contract Documents other than those listed below.

- The Agreement and attached Schedules
- Agreement Form Supplements (Section 00 54 00)
- Contract Forms (listed in Section 00 60 00)
- Standard General Conditions of the Construction Contract (Section 00 72 05)
- Supplementary Conditions (listed in Section 00 73 05)
- Specifications and Drawings as listed in the Table of Contents and Drawing List
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - Notice to Proceed
  - Work Change Directives
  - Change Orders



The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions and Supplementary Conditions, if any.

The Contract Documents may include certain provisions required by Laws and Regulations. The Contractor is responsible to determine and obtain applicable Laws and Regulations and to review and interpret the full text of such Laws and Regulations. Where any requirements in the Contract Documents do not conform to or are inconsistent with such Laws and Regulations to which the Contract is subject or by which it is governed, such Laws and Regulations shall have precedence over any matters set forth herein. Where other conflicts exist, the more stringent requirement shall apply.

### 1.03 CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS

- A. In order to induce Owner to enter into the Agreement, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, except as indicated for individual Work Authorizations.
  5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

The Contractor certifies, under the penalties of perjury, that:

1. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
  - a. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - b. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - c. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - d. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
2. Contractor certifies no official or employee of the Owner has a financial interest in this Contract or in the expected profit to arise from the Contract, unless the Contractor and Owner, employee or official both have notified public authorities in writing, that the Contractor and the employee fully complied with the provisions of MGL Chapter 43, Section 27 *Interest In Public Contracts By Public Employees Prohibited; Penalty* and provisions of MGL Chapter 268A, Section 20 *Municipal Employees; Financial Interest In Contracts; Holding One Or More Elected Positions*;
3. Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and, has provided for itself and each Subcontractor, a Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes and further, and certifies that, to the best of its knowledge and belief, certifies all state tax returns have been filed and all state taxes have been paid as required by Law pursuant to Massachusetts General Laws Chapter 62C, Section 49A, as evidenced by execution of Schedule D to the Agreement;

4. If a foreign corporation, Contractor has provided for itself and each Subcontractor, a certificate of the state secretary stating that the corporation has complied with requirements of Massachusetts General Laws Chapter 156D, Part 15, Section 15.03 of subdivision A and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D, pursuant to Massachusetts General Laws Chapter 30, Section 39L;
5. Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site 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 shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;
6. Contractor is not presently debarred from entering into a public contract with the Commonwealth of Massachusetts under the provisions of Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency as evidenced by execution of Schedule E of the Agreement;
7. Pursuant to Massachusetts General Laws Chapter 30, Section 39R, Contractor has provided a statement by management on internal accounting controls, a statement prepared by an independent certified public accountant regarding management's statement; and an audited financial statement to DCAMM for the most recent completed fiscal year;
8. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws; and
9. Contractor will incorporate the applicable provisions of the Contract Documents into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

#### 1.04 ADDITIONAL REQUIREMENTS

- A. Interest: All moneys not paid when due as provided in Article 14 of the General Conditions and Supplementary Conditions, if any, shall bear interest at the rate 3 percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston per Massachusetts General Laws Chapter 30 Section 39R. Interest shall not be accrued on retainage.
- B. Contract is Public Record: The Contract is subject to MGL Chapter 66 et seq, Public Records, and as such, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The Contractor agrees to provide the Owner copies of any documents requested under this law at no charge to the Owner or the requestor.
- C. Laws and Dispute Resolution: Any actions arising out of the Agreement shall be brought and maintained in a State or Federal Court in Massachusetts which shall have exclusive jurisdiction thereof. The Owner may agree to voluntary mediation or arbitration of any contract dispute and will share the costs of such mediation or arbitration as set forth in the Standard General Conditions and Supplementary Conditions. No legal or equitable rights of the parties shall be limited by this paragraph.

#### 1.05 ATTACHMENTS TO AGREEMENT

The following items included in this Section are attached to and are incorporated into the Agreement and made a part thereof.

- Items submitted with Bid
  - Bid
  - Bidder's Qualifications (00 45 13)
  - Payment Bond
  - Performance Bond
  - Insurance Certificates
- Certifications
  - Certificate from the Secretary of State for foreign corporations
  - An audited financial statement for the most recent completed fiscal year
  - A statement by management on internal accounting controls
  - Subcontractor certification from the Secretary of State for foreign corporations
  - Subcontractor Certificates of Good Standing from MA Department of Revenue with respect to all returns due and taxes

**END OF SECTION**

## PERFORMANCE BOND (Form C-006113.13)

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:                      None                      See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal                      (seal)                      Surety's Name and Corporate Seal                      (seal)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature                      Signature *(attach power of attorney)*

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

\_\_\_\_\_  
Title                      Title

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature                      Signature

\_\_\_\_\_  
Title                      Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

16. Modifications to this Bond are as follows:

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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## PAYMENT BOND (Form C-006113.16)

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:                      None                      See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal                      *(seal)*                      \_\_\_\_\_  
Surety's Name and Corporate Seal                      *(seal)*

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature                      Signature *(attach power of attorney)*

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

\_\_\_\_\_  
Title                      Title

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature                      Signature

\_\_\_\_\_  
Title                      Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

0. Modifications to this Bond are as follows:

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## SAMPLE NOTICE TO PROCEED (C-00 55 00)

Date:

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on . On or before that date, you are to start performing your obligations under the Contract Documents \* for the following portion(s) of the Work:

\*Describe the limits of the Work covered\*

\*A Notice to Proceed for the remaining Work will follow. \*

In accordance with Article 4 of the Agreement, the date of Substantial Completion is , and the date of readiness for final payment is [OR the number of days to achieve Substantial Completion is , and the number of days to achieve readiness for final payment is ].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions, and Supplementary Conditions if any, provide that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

## SAMPLE NOTICE TO PROCEED (C-00 55 00)

Also, before you may start any Work at the Site, you must:  
*[add other requirements]*.

\_\_\_\_\_  
Owner

Given by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to Engineer

## SECTION 00 60 00

### PROJECT FORMS

The following forms are included in this Section and shall be used for the Project as specified in the General Conditions and Supplementary Conditions if any, and the General Requirements. Completed and execution versions of these forms used during the Project shall be incorporated into the Agreement and made a part thereof.

*Application for Payment Form (C-00 62 76)*  
*Request for Interpretation/Information Form (C-00 63 15)*  
*Field Order Form (C-00 63 36)*  
*Work Change Directive Form (C-00 63 49)*  
*Change Request Form (C- 00 63 60)*  
*Change Order Form (C-00 63 63 MA)*  
*Notice of Substantial Completion Form (C-00 65 15)*  
*Certificate of Substantial Completion Form (C-00 65 16)*  
*Notice of Completion Form (C-00 65 18)*

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application Period:	Application Date:	
	To	From (Contractor):	Via (Engineer):
	(Owner):		
	Project:	Contract:	
	Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

## Application For Payment

### Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... .. \$	
Number	Additions	Deductions	2. Net change by Change Orders..... ..\$	
			3. Current Contract Price (Line 1 ± 2)..... .. \$	
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate) ..... \$..	
			5. RETAINAGE:	
			a. X _____ Work Completed\$ . .... ..	
			b. X _____ Stored Material\$	
			. Total Retainage (Line 5a + Line 5b)..... .. \$	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 -Line 5c) ..... \$ ..	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ..... .. \$	
			8. AMOUNT DUE THIS APPLICATION..... .. \$ ..	
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above) \$ ..	
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

### Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Approved by: \_\_\_\_\_



## Progress Estimate - Lump Sum Work FORM C-00 62 76

## Contractor's Application

[illegible]

### Progress Estimate - Unit Price Work

**FORM C-00 62 76**

## Contractor's Application

[illegible]

## Stored Material Summary FORM C-00 62 76

## Contractor's Application

[illegible]

**REQUEST FOR  
INTERPRETATION/INFORMATION  
(Form C-00 63 15)**

**RFI #:** \_\_\_\_\_ ☐ **Attachment**

**To:** \_\_\_\_\_

**From:** \_\_\_\_\_

**Attn:** \_\_\_\_\_

**Issue Date:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Required Reply Date:** \_\_\_\_\_

**DISTRIBUTION:**

Contractor

Owner

Engineer

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

**REFERENCES:**

- **Specifications:** \_\_\_\_\_ **Section:** \_\_\_\_\_ **Page/Paragraph:** \_\_\_\_\_
- **Drawings:** **Issue Date:** \_\_\_\_\_ **Detail/Sections:** \_\_\_\_\_
- **Work Area:** \_\_\_\_\_ **Grid/Level:** \_\_\_\_\_

**RFI DESCRIPTION:**

**From:** \_\_\_\_\_

**Tel No:** \_\_\_\_\_ **Fax: No:** \_\_\_\_\_

**Initial:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**RFI REPLY:**

**Possible Cost Effect Yes:** ☐ **NO:** ☐

**Possible Schedule Effect Yes:** ☐ **No:** ☐

**From:** \_\_\_\_\_ **Reply Date:** \_\_\_\_\_ **xc:** \_\_\_\_\_

**Initial:** \_\_\_\_\_

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**Field Order (C-00 63 36)**

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_ Owner's Contract No.: \_\_\_\_\_

Contract: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Contractor: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_

**Attention:**

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: \_\_\_\_\_  
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments: \_\_\_\_\_

Engineer:
-----------

**Receipt Acknowledged by Contractor:**

**Date:**

Copy to Owner

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# Work Change Directive (Form C-00 63 49)

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description

**Attachments (list documents supporting change):**


**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the

☐ Work due to: Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ \_\_\_\_\_ (increase/decrease)      Contract Time \_\_\_\_\_ (increase/decrease)  
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:



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CHANGE REQUEST (FORM C-00 63 60)  
(Design Changes/Deviations/Substitutions)

CR NO.  
DATE

Project:

Request Initiated by:  
☐ Contractor  
☐ Owner  
☐ Engineer

Impact to Contract Price expected ☐  
Impact to Contract Time expected ☐  
*Change Orders will be processed separately*

Request submitted as (format):

Description of Change ( documentation attached)

Reason for Change

Response: This constitutes a Written Amendment to the Agreement.

Review of the proposed change/deviation/substitution by Engineer is for general compatibility with the design concept of the Project. This review does not extend to means, methods, sequences, or procedures of construction or to issues of safety incident thereto. This review shall not relieve the Contractor from responsibility for full compliance with the requirements specified and to determine and verify the information contained therein.

<div>Recommended By Engineer for Acceptance (subject to above comments if any) <input type="checkbox"/> recommended for processing and approval under separate Change Order NAME:  <div>SignatureDate</div></div>	<div><input type="checkbox"/> Approved by Owner (no schedule or cost impact) <input type="checkbox"/> Acknowledged by Owner – to be processed and under a separate Change Order NAME:  <div>SignatureDate</div></div>
<div>Approved by Contractor <input type="checkbox"/> Change Order to be requested NAME:  <div>SignatureDate</div></div>	

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**Change Order No. \_\_\_\_\_**  
**(Form C-00 63**  
**63) MA**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
----------	--------	-----------------------

Contract:	Date of Contract:
-----------	-------------------

Contractor:	Engineer's Project No.:
-------------	-------------------------

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: \_\_\_\_\_

**Attachments (list documents supporting change):** \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:	Original Contract Times:      Working days      Calendar days
	Substantial completion (days or date): _____
\$ _____	Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ :	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ :
	Substantial completion (days): _____
\$ _____	Ready for final payment (days): _____

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): _____
\$ _____	Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): _____
\$ _____	Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): _____
\$ _____	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable):	Approved by Funding Agency (if applicable):	Approved by Funding Agency (if applicable):
Date: _____	Date: _____	Date: _____

Pursuant to MGL c.44, s31C, I certify that appropriated funds are available for the total amount of this Change Order.

\_\_\_\_\_  
Owner's Auditor/Accountant (Name) Date:

Pursuant to MGL c.30, s39I, reasons for deviation are as stated on Page 1. The specified deviation(s) does not materially injure the Project as a whole, the Work is of the same cost and quality or an equitable adjustment has been agreed upon, and the deviation is in the best interest of the Owner.

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

# **Change Order**

## **Instructions**

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

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# Notice of Substantial Completion (C-00 65 15)

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	

Contractor:

**This NOTICE of Substantial Completion applies to:**

☐ The following Systems, Equipment or specified portions ☐ : All Work under the Contract

Documents :

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\_\_\_\_\_  
Date of Substantial Completion for above

The following documents are attached to and made part of this Notice.

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\_\_\_\_\_  
Submitted by Contractor

\_\_\_\_\_  
Date



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Certificate of Substantial Completion (Form C-00 65 16)

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents:                      The following specified portions of the Work:


\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities    Not Amended

Owner's Amended Responsibilities:


Contractor's Amended Responsibilities:


The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

<hr/>	<hr/>
Executed by Engineer	Date

<hr/>	<hr/>
Accepted by Contractor	Date

<hr/>	<hr/>
Accepted by Owner	Date

# Notice of Completion (Form C-00 65 18)

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	

Contractor:

**This NOTICE of Completion applies to:**

- ☐ All Work under the Contract Documents: ☐ The following specified portions:

---

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---

\_\_\_\_\_  
Date of final Completion

The Work to which this Notice applies is ready for inspection by authorized representatives of Engineer and Owner. Contractor has completed all corrections, delivered all required documentation, and the Project, or portion designated above, is complete. The Date of Completion of the Project or portion thereof designated above is hereby declared by the Contractor.

The following documents are attached to and made part of this Certificate:

Final Punchlist

Final Application for Payment

Only the **making and acceptance of final payment** will constitute:

1. A waiver of all claims by Owner against Contractor, except claims arising from any unsettled liens, from Defective Construction appearing after final inspection; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. A waiver of all claims by Contractor against Owner other than those previously timely made in writing and still unsettled.

\_\_\_\_\_  
Submitted by Contractor

\_\_\_\_\_  
Date

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SECTION 00 72 05**  
**STANDARD GENERAL CONDITIONS**  
**OF THE CONSTRUCTION CONTRACT**

**Prepared By**



**Endorsed By**



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# **GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

## **1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT**

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

## **2.0 OTHER DOCUMENTS**

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

## **3.0 ORGANIZATION OF INFORMATION**

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, [www.ejcdc.org](http://www.ejcdc.org), and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

## **4.0 EDITING THIS DOCUMENT**

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the



user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
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## **5.0 LICENSE AGREEMENT**

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology .....	1
1.01 Defined Terms .....	1
1.02 Terminology .....	6
Article 2—Preliminary Matters .....	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance .....	7
2.02 Copies of Documents .....	8
2.03 Before Starting Construction .....	8
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	8
2.05 Acceptance of Schedules .....	8
2.06 Electronic Transmittals .....	9
Article 3—Contract Documents: Intent, Requirements, Reuse .....	9
3.01 Intent .....	9
3.02 Reference Standards .....	10
3.03 Reporting and Resolving Discrepancies .....	10
3.04 Requirements of the Contract Documents .....	11
3.05 Reuse of Documents .....	11
Article 4—Commencement and Progress of the Work .....	12
4.01 Commencement of Contract Times; Notice to Proceed .....	12
4.02 Starting the Work .....	12
4.03 Reference Points .....	12
4.04 Progress Schedule .....	12
4.05 Delays in Contractor’s Progress .....	13
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions .....	14
5.01 Availability of Lands .....	14
5.02 Use of Site and Other Areas .....	14
5.03 Subsurface and Physical Conditions .....	15
5.04 Differing Subsurface or Physical Conditions .....	16

5.05	Underground Facilities.....	18
5.06	Hazardous Environmental Conditions at Site .....	20
Article 6—Bonds and Insurance .....		22
6.01	Performance, Payment, and Other Bonds .....	22
6.02	Insurance—General Provisions.....	23
6.03	Contractor’s Insurance .....	24
6.04	Builder’s Risk and Other Property Insurance .....	25
6.05	Property Losses; Subrogation .....	26
6.06	Receipt and Application of Property Insurance Proceeds .....	27
Article 7—Contractor’s Responsibilities .....		27
7.01	Contractor’s Means and Methods of Construction .....	27
7.02	Supervision and Superintendence .....	28
7.03	Labor; Working Hours.....	28
7.04	Services, Materials, and Equipment .....	28
7.05	“Or Equals” .....	29
7.06	Substitutes .....	30
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	32
7.09	Permits.....	33
7.10	Taxes.....	33
7.11	Laws and Regulations .....	33
7.12	Record Documents .....	34
7.13	Safety and Protection .....	34
7.14	Hazard Communication Programs.....	35
7.15	Emergencies.....	35
7.16	Submittals .....	36
7.17	Contractor’s General Warranty and Guarantee .....	38
7.18	Indemnification.....	39
7.19	Delegation of Professional Design Services .....	40
Article 8—Other Work at the Site .....		41
8.01	Other Work.....	41
8.02	Coordination .....	41
8.03	Legal Relationships .....	42

Article 9—Owner’s Responsibilities.....	43
9.01 Communications to Contractor .....	43
9.02 Replacement of Engineer.....	43
9.03 Furnish Data.....	43
9.04 Pay When Due .....	43
9.05 Lands and Easements; Reports, Tests, and Drawings.....	43
9.06 Insurance .....	43
9.07 Change Orders .....	43
9.08 Inspections, Tests, and Approvals.....	43
9.09 Limitations on Owner’s Responsibilities .....	43
9.10 Undisclosed Hazardous Environmental Condition.....	44
9.11 Evidence of Financial Arrangements .....	44
9.12 Safety Programs.....	44
Article 10—Engineer’s Status During Construction .....	44
10.01 Owner’s Representative .....	44
10.02 Visits to Site .....	44
10.03 Resident Project Representative .....	45
10.04 Engineer’s Authority .....	45
10.05 Determinations for Unit Price Work .....	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work .....	45
10.07 Limitations on Engineer’s Authority and Responsibilities.....	45
10.08 Compliance with Safety Program .....	46
Article 11—Changes to the Contract.....	46
11.01 Amending and Supplementing the Contract .....	46
11.02 Change Orders .....	46
11.03 Work Change Directives.....	47
11.04 Field Orders .....	47
11.05 Owner-Authorized Changes in the Work.....	47
11.06 Unauthorized Changes in the Work.....	48
11.07 Change of Contract Price .....	48
11.08 Change of Contract Times.....	49
11.09 Change Proposals.....	49
11.10 Notification to Surety .....	50

Article 12—Claims .....	51
12.01    Claims .....	51
Article 13—Cost of the Work; Allowances; Unit Price Work .....	52
13.01    Cost of the Work .....	52
13.02    Allowances .....	55
13.03    Unit Price Work .....	56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work .....	57
14.01    Access to Work .....	57
14.02    Tests, Inspections, and Approvals .....	57
14.03    Defective Work .....	58
14.04    Acceptance of Defective Work .....	58
14.05    Uncovering Work .....	58
14.06    Owner May Stop the Work .....	59
14.07    Owner May Correct Defective Work .....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period .....	60
15.01    Progress Payments .....	60
15.02    Contractor’s Warranty of Title .....	63
15.03    Substantial Completion .....	63
15.04    Partial Use or Occupancy .....	64
15.05    Final Inspection .....	64
15.06    Final Payment .....	65
15.07    Waiver of Claims .....	66
15.08    Correction Period .....	66
Article 16—Suspension of Work and Termination .....	67
16.01    Owner May Suspend Work .....	67
16.02    Owner May Terminate for Cause .....	67
16.03    Owner May Terminate for Convenience .....	68
16.04    Contractor May Stop Work or Terminate .....	69
Article 17—Final Resolution of Disputes .....	69
17.01    Methods and Procedures .....	69
Article 18—Miscellaneous .....	70
18.01    Giving Notice .....	70
18.02    Computation of Times .....	70

18.03	Cumulative Remedies .....	70
18.04	Limitation of Damages .....	70
18.05	No Waiver .....	70
18.06	Survival of Obligations .....	70
18.07	Controlling Law .....	70
18.08	Assignment of Contract .....	71
18.09	Successors and Assigns .....	71
18.10	Headings .....	71

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the



recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## B. Additional Terms

1. Final Completion—The time at which all Work is completed and ready for final payment in accordance with Paragraph 14.07 of these General Conditions.
2. Industry Practice—The written practices, methods, materials, supplies and equipment, as changed from time to time, that are commonly used in the industry applicable to the Project to design, construct and operate facilities and plants, or any practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time, could have been expected to accomplish the desired results consistent with good business practices, reliability, safety and expedition.
3. Punch List—A list of open items representing portions of the Work which Contractor, Engineer, Owner reasonably agree is not complete on the date of Substantial Completion or Final Completion, but which items will not significantly interfere with the safe, reliable operation and integrity of the Project or its intended use.
4. Purchase Order—A written agreement between Contractor and a Supplier for provision of material and equipment.
5. Warranty Period—The correction period after the date of Substantial Completion per Paragraph 13.07 of these General Conditions.

#### 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

## 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

## 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. *Evidence of Insurance: In accordance with Paragraph 2.01*

## 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or



progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.



3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

**B. *Resolving Discrepancies***

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

**3.04 *Requirements of the Contract Documents***

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

**3.05 *Reuse of Documents***

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

#### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

##### **4.01 *Commencement of Contract Times; Notice to Proceed***

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

##### **4.02 *Starting the Work***

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

##### **4.03 *Reference Points***

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

##### **4.04 *Progress Schedule***

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
  - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
  - 1. The circumstances that form the basis for the requested adjustment;
  - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas***

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such

damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  - 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
  - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  - 2. is of such a nature as to require a change in the Drawings or Specifications;
  - 3. differs materially from that shown or indicated in the Contract Documents; or
  - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption



- of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days

after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.



During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - c. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by

- Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to

indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

## 6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;



2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner

will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or



against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

#### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be

final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already

- deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
  - F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
  - G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
  - H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
  - I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
  - J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
  - K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
  - L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
  - M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its



use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other

action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any



- of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
  - F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
  - H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
  - J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

## 7.16 Submittals

### A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

### B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

#### 1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

#### 2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may

require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

*C. Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent

resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or
  - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

**ARTICLE 8—OTHER WORK AT THE SITE****8.01 Other Work**

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

**8.02 Coordination**

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;



2. An itemization of the specific matters to be covered by such authority and responsibility; and
  3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve



the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER’S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05    *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06    *Insurance***

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07    *Change Orders***

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

### **9.08    *Inspections, Tests, and Approvals***

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

### **9.09    *Limitations on Owner’s Responsibilities***

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or

the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**10.03 *Resident Project Representative***

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

**10.04 *Engineer's Authority***

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

**10.05 *Determinations for Unit Price Work***

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

**10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work***

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

**10.07 *Limitations on Engineer's Authority and Responsibilities***

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

#### 10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09,

concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
  - 1. A mutually acceptable fixed fee; or
  - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be

no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.



- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.



**ARTICLE 12—CLAIMS****12.01 Claims**

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in

connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

**D. Contractor's Fee**

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

**13.02 Allowances**

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. **Cash Allowances:** Contractor agrees that:
  1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.



**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK****14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

**14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by

Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.



- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include

but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

- I. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial

Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or



agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### *A. Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an



- emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
  - E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
  - F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

**16.04 Contractor May Stop Work or Terminate**

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

**17.01 Methods and Procedures**

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18—MISCELLANEOUS****18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

**18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

**18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

**18.04 *Limitation of Damages***

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

**18.05 *No Waiver***

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

**18.06 *Survival of Obligations***

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

**18.07 *Controlling Law***

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **SECTION 00 73 05**

### **SUPPLEMENTARY CONDITIONS**

The following sections modify or supplement the Standard General Conditions of the Construction Contract ("General Conditions") included in Section 00 72 05 and are in addition to the modifications highlighted within the text thereof. All provisions which are not so modified or supplemented remain in full force and effect. The Supplementary Conditions may include certain provisions required by Laws and Regulations. Contractor is responsible to determine and obtain applicable Laws and Regulations and to review and interpret the full text of such Laws and Regulations.

The terms used in these Supplementary Conditions have the meanings stated in the Standard General Conditions and as may be included within the Sections listed below.

- 00 73 10 Project Specific Requirements
- 00 73 19 Health and Safety Requirements
- 00 73 43 Wage Rate Requirements
- 00 73 46 Wage Determination Schedule
- 00 73 73 Statutory Requirements

**END OF SECTION**

**SECTION 00 73 10****PROJECT SPECIFIC REQUIREMENTS**

*The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto. Additional terms used in this Section have the meanings stated below, which are applicable to both the singular and plural thereof.*

*This Section may include certain provisions required by Laws and Regulations but does not represent or reflect all applicable provisions and policies or Laws and Regulations and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review, and interpret the full text of applicable provisions and policies, Regulations, and Laws.*

**SC-2.03 Before Starting Construction**

Pursuant to subparagraph 2.03.A.3 regarding the Schedule of Values, the prices in the Bid Form will constitute the preliminary Schedule of Values for this Project.

Add the following immediately after Paragraph 2.03.B.

C. Additionally, Contractor shall submit a Construction Operations Plan (also referred to as Work Plan) incorporating the Work Schedule.

1. Construction methods and sequence of operations
2. Proposed Site access
3. Proposed erosion control measures and proposed measures to minimize impacts to existing vegetation and impacts to water quality in compliance with the General Requirements.

**SC-2.05 Initial Acceptance of Schedules**

Add the following immediately after subparagraph 2.05.A.4.

1. Contractor's Construction Operations Plan submitted pursuant to Paragraph 2.05.C. will be acceptable to Engineer if it accurately and reasonably addresses all aspects of the Work.

**SC 9.05 Lands and Easements**

Pursuant to Paragraph 4.01.A, no easements and rights-of-way exist for the Project except as may be identified for an individual Work Authorization.

**SC-5.03 Subsurface and Physical Conditions**

- A. Pursuant to Paragraph 5.03.A,
  - 1. the following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:
    - a. NONE
  - 2. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:
    - a. NONE
- E. Contractor to be aware of existing utilities known to contain asbestos materials and shall be handled in accordance with this contract.

**SC 4.03 Reference Points**

Pursuant to Paragraph 4.05.A, no surveys exist for the Project, however reference points may be assessed, and available Work Site data will be reviewed.

**SC-5.06 Hazardous Environmental Conditions at Site**

- A. Pursuant to Paragraph 4.06.A,
  - 1. the following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
    - a. NONE
  - 2. The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:
    - a. NONE

**SC-6.03 Contractor's Insurance**

Pursuant to Paragraph 6.03, there are no other loss payees in addition to the individuals and entities specified in subparagraphs of 6.03.

Pursuant to subparagraph 6.03, also provide Owner's Protective Liability in the amount of \$3,000,000 general aggregate (per occurrence for bodily injury & property damage combined single limit).

Pursuant to subparagraph 6.03, Add the following for the Contractor's General Liability requirements:



A. \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 per project aggregate, including:

- Broad Form Property Damage Liability including coverage for acts of terrorism
- Completed Operations and Product Liability
- Contractual Liability
- Independent Contractors
- Explosion, Collapse & Underground Hazards
- Personal Injury Coverage, Exclusion "C" Deleted
- Fire Legal Liability - \$1,000,000
- Medical payments - \$1,000,000

B. Pollution Liability (covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Contractor's operations and completed operations maintained for no less than three years after final completion): \$1,000,000

F. Excess or Umbrella Liability: \$5,000,000 per occurrence; \$5,000,000 general aggregate

G. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

Combined Single Limit of \$1,000,000 for bodily injury & property damage covering Contractor and any vehicles owned, hired and non-owned by the Contractor

H. Professional Liability (E&O for engineers, architects or surveyors): \$1,000,000 for each claim with an annual aggregate of at least \$2,000,000 if professional services are required under the Specifications

I. Owners Protective Liability: as may be specified in the Supplementary Conditions

Any self-insured retention (not allowed for Worker's Compensation) and/or deductibles must be identified and cannot exceed \$100,000 per occurrence without the prior approval of the Owner. Contractor must provide either an audited financial statement to confirm solvency or a letter of credit guaranteeing the \$100,000 in case of loss for the duration of the Project and for the Correction Period

### ***SC-7.03 Labor; Working Hours***

Pursuant to Paragraph 7.03.B, regular working hours for this Project are any 8-hour period between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding holidays. Holidays shall be considered New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

### ***SC-8.01 Related Work at Site***

If Owner separately contracts for additional work on the Project at the Site, it will be identified in a Work Authorization.

**SC-8.02 Coordination**

Pursuant to Paragraph 8.02.A, for other work on the Project at the Site that Owner may separately contract, the Director of Public Works or the Water and Sewer Commissioner will have authority and responsibility for coordination of the activities among the various contractors.

**SC-10.03 Resident Project Representative**

Pursuant to Paragraph 10.03, the following shall be added:

- C. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
1. Schedules: Review the Progress Schedule, schedule of Shop Drawing and Samples submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  3. Liaison:
    - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, to assist in providing information regarding the intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  4. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  5. Shop Drawings and Samples:
    - a. Record date of receipt of Samples and approved Shop Drawings.
    - b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
  6. Modifications:
    - a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer.
    - b. Transmit to Contractor in writing, decisions as issued by Engineer.
  7. Review of Work and Rejection of Defective Work:

- a. Conduct on-site observations of Contractor's Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- D. The RPR shall not:
  - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including "or-equal" items.
  - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  - 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
  - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's Work unless such advice or directions are specifically required by the Contract Documents.
  - 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  - 6. Participate in specialized field or laboratory tests or inspections conducted off-Site by others except as specifically authorized by Engineer.
  - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  - 8. Authorize Owner to occupy the Project in whole or in part or determine operational protocol that may affect the compliant operation of existing facilities.

#### ***SC-17.01 Final Resolution of Disputes***

Pursuant to Paragraph 17.01, the following shall be added

- C. Subject to the requirements in set forth in this contract, Owner and Contractor agree that they will submit any and all unsettled Claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents ("disputes"), to mediation by senior management representatives of each party for a period of 5 days. If resolution is not achieved, then the dispute shall be submitted to formal mediation prior to either of them initiating against the other, a demand for arbitration pursuant to Paragraph 16.02, unless delay in initiating arbitration would irrevocably prejudice one of the Parties. Any time limits within which to file a demand for arbitration shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until 10 days after the termination of the mediation. The mediator of any dispute submitted to mediation shall not serve as arbitrator of such dispute unless otherwise agreed.
- D. If the Claim is not resolved by senior management mediation or formal mediation, Engineer's action under Paragraph 11.05.C or a denial pursuant to Paragraphs 11.05.C.3 or 11.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any the dispute resolution process pursuant to Section 17; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process.; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

**END OF SECTION**

**SECTION 00 73 19****HEALTH AND SAEFTY REQUIREMENTS**

Contractor shall comply with the following minimum requirements and is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

- A. Code of Federal Regulations, Chapter XVII-Occupational Safety and Health Administration (OSHA), Department of Labor, Title 29, Part 1926, Safety and Health Regulations for Construction:
  - 1. Contractor shall strictly comply with the Hazard Communication Standard 1910.1200 regulated by OSHA, including providing and maintaining Safety Data Sheets, labeling of hazardous substances, and providing required protective equipment and training and instruction to personnel on the Site including Owner and Engineer's personnel.
  - 2. Perform confined space work in accordance with OSHA General Industry 1910.146: Permit Required Confined Space Entry.
- B. ANSI/ASSE A10 series of safety construction standards including the "Manual of Accident Prevention In Construction" published by The Associated General Contractors of America.
- C. AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to protection of personnel and equipment under electric lines and construction equipment clearances at overhead electric lines especially during operations using large vehicles.
- D. Pursuant to *MGL Chapter 30, Section 39S*, all employees to be employed at the Work Site 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. Any employee found on a Work Site subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.
- E. This Project is also subject to the following.
  - *MGL Chapter 82, The Laying Out, Alteration, Relocation and Discontinuance Of Public Ways, And Specific Repairs Thereon, Section 40:*
    - Section 40 Definitions
    - Section 40A Excavations; notice
    - Section 40B Designation of location of underground facilities
    - Section 40C Excavator's responsibility to maintain designation markings; damage caused by excavator

Section 40D Local laws requiring excavation permits; public ways

- MGL Chapter 82A, *Excavation and Trench Safety*

Section 1 Unattended open trenches; safety hazards; rules and regulations; fines

Section 2 Trench excavating permits; permits issued by board or officer; certificate of insurance; fees

Section 3 Form of trench excavation permits; required statements

Section 4 Definitions

Section 5 Additional requirements

- MGL Chapter 149

*Section 6C Health and safety of general public and asbestos workers; rules and regulations*

*Section 18A Sanitary and safety conditions; tools*

*Section 18B Confined spaces; ventilation*

*Section 18C Power transmission equipment*

*Section 18D Ropes, hooks and cranes; use and operation*

*Section 18E Safety precautions in dangerous undertakings*

*Section 18F Explosives*

*Section 18G Industrial truck and internal combustion equipment*

*Section 129A Shoring Trenches for local governments*

- Massachusetts Department of Labor and Industries, Division of Occupational Safety (Chapter 454 CMR 10.00 et seq.)

- Massachusetts Department of Public Safety “*Excavation and Trench Safety*” (Chapter 520 CMR 14.00 et seq.)

**END OF SECTION**

## SECTION 00 73 43

### WAGE RATE REQUIREMENTS

The content of this Section does not represent or reflect all applicable Laws and Regulations and may only include excerpts and portions of certain Laws and Regulations. Other provisions required by statute shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

The Contract is subject to minimum wage rates as issued by the Director of the Executive Office of Labor and Workforce Development, Department of Labor Standards and the requirements of MGL Chapter 149, Sections 26, 27 and 27A to 27H. Wage Determination Schedules are included in Section 00 73 46. Pursuant to MGL Chapter 149, Section 34B, wages paid to reserve police officers shall be the same prevailing rate of wage paid to regular police officers at the location of the Project.

Comply with requirements available on the Executive Office of Labor and Workforce Development website at:

<http://www.mass.gov/lwd/labor-standards/prevailing-wage-program>

Submit required records and statements of compliance in accordance with MGL Chapter 149, Section 27B using the latest Weekly Payroll and Compliance forms available on the EOLWD website. Copies included in this section are for information only.

**The requirements of this Section may be updated annually for the term of the Contract.**

### ATTACHMENTS

- A. Massachusetts Prevailing Wage Law guidance and forms

**END OF SECTION**

## SECTION 00 73 46

### WAGE DETERMINATION SCHEDULE

The Project is subject to the following wage rates (included in this section) in accordance with the requirements included in Section 00 73 43. **The wage rates are subject to change annually for the term of the Contract.**

- Minimum wage rates as issued by the Director of the Executive Office of Labor and Workforce Development, Department of Labor Standards pursuant to MGL Chapter 149, Sections 26, 27 and 27A to 27H

END OF SECTION





MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

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

**Prevailing Wage Rates**

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

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Manchester-By-The-Sea  
**Contract Number:** **City/Town:** MANCHESTER  
**Description of Work:** Excavate, replace, and install new water main as shown on drawings connecting to existing water mains.  
**Job Location:** walker Rd

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**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
	06/01/2024	\$40.44	\$9.40	\$16.89	\$0.00	\$66.73
	12/01/2024	\$41.77	\$9.40	\$16.89	\$0.00	\$68.06
	06/01/2025	\$43.16	\$9.40	\$16.89	\$0.00	\$69.45
	12/01/2025	\$44.54	\$9.40	\$16.89	\$0.00	\$70.83
	06/01/2026	\$45.98	\$9.40	\$16.89	\$0.00	\$72.27
	12/01/2026	\$47.42	\$9.40	\$16.89	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
	06/01/2024	\$40.44	\$9.40	\$16.89	\$0.00	\$66.73
	12/01/2024	\$41.77	\$9.40	\$16.89	\$0.00	\$68.06
	06/01/2025	\$43.16	\$9.40	\$16.89	\$0.00	\$69.45
	12/01/2025	\$44.54	\$9.40	\$16.89	\$0.00	\$70.83
	06/01/2026	\$45.98	\$9.40	\$16.89	\$0.00	\$72.27
	12/01/2026	\$47.42	\$9.40	\$16.89	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
2	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
3	70	\$33.16	\$7.07	\$14.23	\$0.00	\$54.46
4	75	\$35.53	\$7.07	\$15.24	\$0.00	\$57.84
5	80	\$37.90	\$7.07	\$16.25	\$0.00	\$61.22
6	85	\$40.26	\$7.07	\$17.28	\$0.00	\$64.61
7	90	\$42.63	\$7.07	\$18.28	\$0.00	\$67.98
8	95	\$45.00	\$7.07	\$19.32	\$0.00	\$71.39

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lynn**

**Effective Date - 02/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.18	\$11.49	\$22.34	\$0.00	\$64.01
2	60	\$36.21	\$11.49	\$22.34	\$0.00	\$70.04
3	70	\$42.25	\$11.49	\$22.34	\$0.00	\$76.08
4	80	\$48.28	\$11.49	\$22.34	\$0.00	\$82.11
5	90	\$54.32	\$11.49	\$22.34	\$0.00	\$88.15

**Effective Date - 08/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.20	\$11.49	\$22.34	\$0.00	\$65.03
2	60	\$37.44	\$11.49	\$22.34	\$0.00	\$71.27
3	70	\$43.68	\$11.49	\$22.34	\$0.00	\$77.51
4	80	\$49.92	\$11.49	\$22.34	\$0.00	\$83.75
5	90	\$56.16	\$11.49	\$22.34	\$0.00	\$89.99

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

BULLDOZER/GRADER/SCRAPER	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2023	\$44.73	\$9.40	\$17.97	\$0.00	\$72.10
LABORERS - FOUNDATION AND MARINE	12/01/2023	\$45.98	\$9.40	\$17.97	\$0.00	\$73.35
	06/01/2024	\$47.46	\$9.40	\$17.97	\$0.00	\$74.83
	12/01/2024	\$48.93	\$9.40	\$17.97	\$0.00	\$76.30
	06/01/2025	\$50.43	\$9.40	\$17.97	\$0.00	\$77.80
	12/01/2025	\$51.93	\$9.40	\$17.97	\$0.00	\$79.30
	06/01/2026	\$53.48	\$9.40	\$17.97	\$0.00	\$80.85
	12/01/2026	\$54.98	\$9.40	\$17.97	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2023	\$45.12	\$9.33	\$19.97	\$0.00	\$74.42

**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 03/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.56	\$9.33	\$1.73	\$0.00	\$33.62
2	60	\$27.07	\$9.33	\$1.73	\$0.00	\$38.13
3	70	\$31.58	\$9.33	\$14.78	\$0.00	\$55.69
4	75	\$33.84	\$9.33	\$14.78	\$0.00	\$57.95
5	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
6	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
7	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18
8	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$30.71/ 3&4 \$36.93/ 5&6 \$56.82/ 7&8 \$63.06

**Apprentice to Journeyworker Ratio:1:5**

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - Zone 3  
Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:  
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2023	\$49.45	\$12.75	\$22.74	\$0.87	\$85.81
BRICKLAYERS LOCAL 3 (LYNN)	07/01/2023	\$50.59	\$12.75	\$22.74	\$0.87	\$86.95
	01/01/2024	\$51.73	\$12.75	\$22.74	\$0.87	\$88.09

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Lynn)**

**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.73	\$12.75	\$15.49	\$0.00	\$52.97
2	60	\$29.67	\$12.75	\$17.99	\$0.87	\$61.28
3	65	\$32.14	\$12.75	\$18.99	\$0.87	\$64.75
4	70	\$34.62	\$12.75	\$19.99	\$0.87	\$68.23
5	75	\$37.09	\$12.75	\$20.99	\$0.87	\$71.70
6	80	\$39.56	\$12.75	\$21.99	\$0.87	\$75.17
7	90	\$44.51	\$12.75	\$22.99	\$0.87	\$81.12

**Effective Date - 07/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.30	\$12.75	\$15.49	\$0.00	\$53.54
2	60	\$30.35	\$12.75	\$17.99	\$0.87	\$61.96
3	65	\$32.88	\$12.75	\$18.99	\$0.87	\$65.49
4	70	\$35.41	\$12.75	\$19.99	\$0.87	\$69.02
5	75	\$37.94	\$12.75	\$20.99	\$0.87	\$72.55
6	80	\$40.47	\$12.75	\$21.99	\$0.87	\$76.08
7	90	\$45.53	\$12.75	\$22.99	\$0.87	\$82.14

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:3**

CHAIN SAW OPERATOR	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2023	\$55.35	\$14.75	\$16.15	\$0.00	\$86.25
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$56.63	\$14.75	\$16.15	\$0.00	\$87.53
	06/01/2024	\$57.95	\$14.75	\$16.15	\$0.00	\$88.85
	12/01/2024	\$59.43	\$14.75	\$16.15	\$0.00	\$90.33
	06/01/2025	\$60.76	\$14.75	\$16.15	\$0.00	\$91.66
	12/01/2025	\$62.23	\$14.75	\$16.15	\$0.00	\$93.13
	06/01/2026	\$63.56	\$14.75	\$16.15	\$0.00	\$94.46
	12/01/2026	\$65.04	\$14.75	\$16.15	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
	06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
	12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
	06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
	12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
	06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
	12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43



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

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date -** 01/01/2023

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

**Effective Date -** 07/01/2023

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN	06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
LABORERS - ZONE 2	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2023	\$44.73	\$9.40	\$17.82	\$0.00	\$71.95
LABORERS - ZONE 2	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
LABORERS - ZONE 2	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2023	\$44.73	\$9.40	\$17.82	\$0.00	\$71.95
LABORERS - ZONE 2	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ELECTRICIAN - Local 103**

**Effective Date -** 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
2	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
3	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
4	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
5	50	\$29.62	\$13.00	\$16.63	\$0.00	\$59.25
6	55	\$32.58	\$13.00	\$17.13	\$0.00	\$62.71
7	60	\$35.54	\$13.00	\$17.63	\$0.00	\$66.17
8	65	\$38.50	\$13.00	\$18.13	\$0.00	\$69.63
9	70	\$41.46	\$13.00	\$18.62	\$0.00	\$73.08
10	75	\$44.42	\$13.00	\$19.13	\$0.00	\$76.55

**Notes:**

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

**Apprentice to Journeyworker Ratio:2:3\*\*\***

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

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date -** 01/01/2022

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

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:1**

ELEVATOR CONSTRUCTOR HELPER	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
ELEVATOR CONSTRUCTORS LOCAL 4						

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$49.06	\$14.50	\$16.15	\$0.00	\$79.71
	11/01/2023	\$50.30	\$14.50	\$16.15	\$0.00	\$80.95
	05/01/2024	\$51.54	\$14.50	\$16.15	\$0.00	\$82.19
	11/01/2024	\$52.83	\$14.50	\$16.15	\$0.00	\$83.48
	05/01/2025	\$54.27	\$14.50	\$16.15	\$0.00	\$84.92
	11/01/2025	\$55.56	\$14.50	\$16.15	\$0.00	\$86.21
	05/01/2026	\$57.00	\$14.50	\$16.15	\$0.00	\$87.65
	11/01/2026	\$58.29	\$14.50	\$16.15	\$0.00	\$88.94
	05/01/2027	\$59.72	\$14.50	\$16.15	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$50.62	\$14.50	\$16.15	\$0.00	\$81.27
	11/01/2023	\$51.87	\$14.50	\$16.15	\$0.00	\$82.52
	05/01/2024	\$53.12	\$14.50	\$16.15	\$0.00	\$83.77
	11/01/2024	\$54.42	\$14.50	\$16.15	\$0.00	\$85.07
	05/01/2025	\$55.87	\$14.50	\$16.15	\$0.00	\$86.52
	11/01/2025	\$57.17	\$14.50	\$16.15	\$0.00	\$87.82
	05/01/2026	\$58.62	\$14.50	\$16.15	\$0.00	\$89.27
	11/01/2026	\$59.92	\$14.50	\$16.15	\$0.00	\$90.57
	05/01/2027	\$61.37	\$14.50	\$16.15	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$24.20	\$14.50	\$16.15	\$0.00	\$54.85
	11/01/2023	\$24.93	\$14.50	\$16.15	\$0.00	\$55.58
	05/01/2024	\$25.66	\$14.50	\$16.15	\$0.00	\$56.31
	11/01/2024	\$26.42	\$14.50	\$16.15	\$0.00	\$57.07
	05/01/2025	\$27.27	\$14.50	\$16.15	\$0.00	\$57.92
	11/01/2025	\$28.03	\$14.50	\$16.15	\$0.00	\$58.68
	05/01/2026	\$28.88	\$14.50	\$16.15	\$0.00	\$59.53
	11/01/2026	\$29.64	\$14.50	\$16.15	\$0.00	\$60.29
	05/01/2027	\$30.49	\$14.50	\$16.15	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$43.96	\$14.75	\$16.15	\$0.00	\$74.86
	12/01/2023	\$44.97	\$14.75	\$16.15	\$0.00	\$75.87
	06/01/2024	\$46.03	\$14.75	\$16.15	\$0.00	\$76.93
	12/01/2024	\$47.21	\$14.75	\$16.15	\$0.00	\$78.11
	06/01/2025	\$48.27	\$14.75	\$16.15	\$0.00	\$79.17
	12/01/2025	\$49.44	\$14.75	\$16.15	\$0.00	\$80.34
	06/01/2026	\$50.50	\$14.75	\$16.15	\$0.00	\$81.40
	12/01/2026	\$51.68	\$14.75	\$16.15	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	06/01/2023	\$25.98	\$9.40	\$16.89	\$0.00	\$52.27
	12/01/2023	\$25.98	\$9.40	\$16.89	\$0.00	\$52.27
	06/01/2024	\$27.01	\$9.40	\$16.89	\$0.00	\$53.30
	12/01/2024	\$27.01	\$9.40	\$16.89	\$0.00	\$53.30
	06/01/2025	\$28.09	\$9.40	\$16.89	\$0.00	\$54.38
	12/01/2025	\$28.09	\$9.40	\$16.89	\$0.00	\$54.38
	06/01/2026	\$29.21	\$9.40	\$16.89	\$0.00	\$55.50
	12/01/2026	\$29.21	\$9.40	\$16.89	\$0.00	\$55.50
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	03/01/2022	\$51.77	\$9.33	\$20.27	\$0.00	\$81.37
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**Apprentice - FLOORCOVERER - Local 2168 Zone I**

**Effective Date - 03/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.89	\$9.33	\$1.79	\$0.00	\$37.01
2	55	\$28.47	\$9.33	\$1.79	\$0.00	\$39.59
3	60	\$31.06	\$9.33	\$14.90	\$0.00	\$55.29
4	65	\$33.65	\$9.33	\$14.90	\$0.00	\$57.88
5	70	\$36.24	\$9.33	\$16.69	\$0.00	\$62.26
6	75	\$38.83	\$9.33	\$16.69	\$0.00	\$64.85
7	80	\$41.42	\$9.33	\$18.48	\$0.00	\$69.23
8	85	\$44.00	\$9.33	\$18.48	\$0.00	\$71.81

**Notes:** Steps are 750 hrs.

% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

**Apprentice to Journeyworker Ratio:1:1**

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
	06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
	12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
	06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
	12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
	06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
	12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date -** 01/01/2023

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

**Effective Date -** 07/01/2023

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date -** 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$29.85	\$14.75	\$0.00	\$0.00	\$44.60
2	60	\$32.57	\$14.75	\$16.15	\$0.00	\$63.47
3	65	\$35.28	\$14.75	\$16.15	\$0.00	\$66.18
4	70	\$38.00	\$14.75	\$16.15	\$0.00	\$68.90
5	75	\$40.71	\$14.75	\$16.15	\$0.00	\$71.61
6	80	\$43.42	\$14.75	\$16.15	\$0.00	\$74.32
7	85	\$46.14	\$14.75	\$16.15	\$0.00	\$77.04
8	90	\$48.85	\$14.75	\$16.15	\$0.00	\$79.75

**Effective Date -** 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.54	\$14.75	\$0.00	\$0.00	\$45.29
2	60	\$33.32	\$14.75	\$16.15	\$0.00	\$64.22
3	65	\$36.09	\$14.75	\$16.15	\$0.00	\$66.99
4	70	\$38.87	\$14.75	\$16.15	\$0.00	\$69.77
5	75	\$41.65	\$14.75	\$16.15	\$0.00	\$72.55
6	80	\$44.42	\$14.75	\$16.15	\$0.00	\$75.32
7	85	\$47.20	\$14.75	\$16.15	\$0.00	\$78.10
8	90	\$49.98	\$14.75	\$16.15	\$0.00	\$80.88

Notes:

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK)	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
ELECTRICIANS LOCAL 103						
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR)	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
	09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
	03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
	09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
	03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
	09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
	03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
	09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
	03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
	06/01/2024	\$40.44	\$9.40	\$16.89	\$0.00	\$66.73
	12/01/2024	\$41.77	\$9.40	\$16.89	\$0.00	\$68.06
	06/01/2025	\$43.16	\$9.40	\$16.89	\$0.00	\$69.45
	12/01/2025	\$44.54	\$9.40	\$16.89	\$0.00	\$70.83
	06/01/2026	\$45.98	\$9.40	\$16.89	\$0.00	\$72.27
	12/01/2026	\$47.42	\$9.40	\$16.89	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

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

**Effective Date -** 09/01/2022

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

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2023	\$52.72	\$8.35	\$26.70	\$0.00	\$87.77
	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02



Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$31.63	\$8.35	\$26.70	\$0.00	\$66.68
2	70	\$36.90	\$8.35	\$26.70	\$0.00	\$71.95
3	75	\$39.54	\$8.35	\$26.70	\$0.00	\$74.59
4	80	\$42.18	\$8.35	\$26.70	\$0.00	\$77.23
5	85	\$44.81	\$8.35	\$26.70	\$0.00	\$79.86
6	90	\$47.45	\$8.35	\$26.70	\$0.00	\$82.50

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.38	\$8.35	\$26.70	\$0.00	\$67.43
2	70	\$37.78	\$8.35	\$26.70	\$0.00	\$72.83
3	75	\$40.48	\$8.35	\$26.70	\$0.00	\$75.53
4	80	\$43.18	\$8.35	\$26.70	\$0.00	\$78.23
5	85	\$45.87	\$8.35	\$26.70	\$0.00	\$80.92
6	90	\$48.57	\$8.35	\$26.70	\$0.00	\$83.62

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LABORER	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.48	\$9.40	\$16.89	\$0.00	\$48.77
2	70	\$26.22	\$9.40	\$16.89	\$0.00	\$52.51
3	80	\$29.97	\$9.40	\$16.89	\$0.00	\$56.26
4	90	\$33.71	\$9.40	\$16.89	\$0.00	\$60.00

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.02	\$9.40	\$16.89	\$0.00	\$49.31
2	70	\$26.85	\$9.40	\$16.89	\$0.00	\$53.14
3	80	\$30.69	\$9.40	\$16.89	\$0.00	\$56.98
4	90	\$34.52	\$9.40	\$16.89	\$0.00	\$60.81

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
	06/01/2024	\$39.69	\$9.40	\$16.89	\$0.00	\$65.98
	12/01/2024	\$41.02	\$9.40	\$16.89	\$0.00	\$67.31
	06/01/2025	\$42.41	\$9.40	\$16.89	\$0.00	\$68.70
	12/01/2025	\$43.79	\$9.40	\$16.89	\$0.00	\$70.08
	06/01/2026	\$45.23	\$9.40	\$16.89	\$0.00	\$71.52
	12/01/2026	\$46.67	\$9.40	\$16.89	\$0.00	\$72.96

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
<b>Apprentice -   LABORER (Heavy &amp; Highway) - Zone 2</b>							
<b>Effective Date -   06/01/2023</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60	\$22.48	\$9.40	\$16.89	\$0.00	\$48.77	
2	70	\$26.22	\$9.40	\$16.89	\$0.00	\$52.51	
3	80	\$29.97	\$9.40	\$16.89	\$0.00	\$56.26	
4	90	\$33.71	\$9.40	\$16.89	\$0.00	\$60.00	
<b>Effective Date -   12/01/2023</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60	\$23.02	\$9.40	\$16.89	\$0.00	\$49.31	
2	70	\$26.85	\$9.40	\$16.89	\$0.00	\$53.14	
3	80	\$30.69	\$9.40	\$16.89	\$0.00	\$56.98	
4	90	\$34.52	\$9.40	\$16.89	\$0.00	\$60.81	
<div>Notes:</div>							
<b>Apprentice to Journeyworker Ratio:1:5</b>							
LABORER: CARPENTER TENDER		06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2		12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER		06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2		12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER		06/01/2023	\$37.55	\$9.40	\$16.95	\$0.00	\$63.90
LABORERS - ZONE 2		12/01/2023	\$38.45	\$9.40	\$16.95	\$0.00	\$64.80
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER		06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2		12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)		06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2 (HEAVY & HIGHWAY)		12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
		06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
		12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
		06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
		12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
		06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
		12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER		06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2		12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER		06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2		12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

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

**Effective Date - 02/01/2023**

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

**Effective Date - 08/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$11.49	\$20.37	\$0.00	\$55.81
2	60	\$28.73	\$11.49	\$20.37	\$0.00	\$60.59
3	70	\$33.52	\$11.49	\$20.37	\$0.00	\$65.38
4	80	\$38.31	\$11.49	\$20.37	\$0.00	\$70.17
5	90	\$43.10	\$11.49	\$20.37	\$0.00	\$74.96

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

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

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

**Effective Date -** 02/01/2023

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

**Effective Date -** 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$22.31	\$0.00	\$65.01
2	60	\$37.45	\$11.49	\$22.31	\$0.00	\$71.25
3	70	\$43.69	\$11.49	\$22.31	\$0.00	\$77.49
4	80	\$49.94	\$11.49	\$22.31	\$0.00	\$83.74
5	90	\$56.18	\$11.49	\$22.31	\$0.00	\$89.98

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

**Apprentice - *MILLWRIGHT - Local 1121 Zone 2***

**Effective Date - 01/02/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

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

**Apprentice to Journeyworker Ratio:1:4**

MORTAR MIXER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$24.34	\$14.75	\$16.15	\$0.00	\$55.24
	12/01/2023	\$24.91	\$14.75	\$16.15	\$0.00	\$55.81
	06/01/2024	\$25.51	\$14.75	\$16.15	\$0.00	\$56.41
	12/01/2024	\$26.17	\$14.75	\$16.15	\$0.00	\$57.07
	06/01/2025	\$26.77	\$14.75	\$16.15	\$0.00	\$57.67
	12/01/2025	\$27.43	\$14.75	\$16.15	\$0.00	\$58.33
	06/01/2026	\$28.02	\$14.75	\$16.15	\$0.00	\$58.92
	12/01/2026	\$28.69	\$14.75	\$16.15	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$29.67	\$14.75	\$16.15	\$0.00	\$60.57
	12/01/2023	\$30.36	\$14.75	\$16.15	\$0.00	\$61.26
	06/01/2024	\$31.08	\$14.75	\$16.15	\$0.00	\$61.98
	12/01/2024	\$31.88	\$14.75	\$16.15	\$0.00	\$62.78
	06/01/2025	\$32.60	\$14.75	\$16.15	\$0.00	\$63.50
	12/01/2025	\$33.40	\$14.75	\$16.15	\$0.00	\$64.30
	06/01/2026	\$34.12	\$14.75	\$16.15	\$0.00	\$65.02
	12/01/2026	\$34.92	\$14.75	\$16.15	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

#### Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

#### Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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

**Effective Date -** 01/01/2023

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

**Effective Date -** 07/01/2023

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

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



**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint****Effective Date - 01/01/2023**

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

**Effective Date - 07/01/2023**

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, NEW) \*

\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

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

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2023

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

Effective Date - 07/01/2023

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

**Effective Date - 01/01/2023**

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

**Effective Date - 07/01/2023**

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

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
	06/01/2024	\$39.69	\$9.40	\$16.89	\$0.00	\$65.98
	12/01/2024	\$41.02	\$9.40	\$16.89	\$0.00	\$67.31
	06/01/2025	\$42.41	\$9.40	\$16.89	\$0.00	\$68.70
	12/01/2025	\$43.79	\$9.40	\$16.89	\$0.00	\$70.08
	06/01/2026	\$45.23	\$9.40	\$16.89	\$0.00	\$71.52
	12/01/2026	\$46.67	\$9.40	\$16.89	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						

**Apprentice - PILE DRIVER - Local 56 Zone 1****Effective Date - 08/01/2020**

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

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:5****PIPEFITTER & STEAMFITTER***PIPEFITTERS LOCAL 537 (Local 138)*

03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63

**Apprentice - PIPEFITTER Local 537 (Local 138)****Effective Date - 03/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.37	\$12.25	\$8.55	\$0.00	\$46.17
2	45	\$28.54	\$12.25	\$20.80	\$0.00	\$61.59
3	60	\$38.06	\$12.25	\$20.80	\$0.00	\$71.11
4	70	\$44.40	\$12.25	\$20.80	\$0.00	\$77.45
5	80	\$50.74	\$12.25	\$20.80	\$0.00	\$83.79

**Effective Date - 09/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.07	\$12.25	\$8.55	\$0.00	\$46.87
2	45	\$29.33	\$12.25	\$20.80	\$0.00	\$62.38
3	60	\$39.11	\$12.25	\$20.80	\$0.00	\$72.16
4	70	\$45.63	\$12.25	\$20.80	\$0.00	\$78.68
5	80	\$52.14	\$12.25	\$20.80	\$0.00	\$85.19

**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	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER	02/26/2023	\$64.69	\$14.07	\$18.86	\$0.00	\$97.62
PLUMBERS & GASFITTERS LOCAL 12 (Local 138)	09/03/2023	\$66.44	\$14.07	\$18.86	\$0.00	\$99.37
	03/03/2024	\$68.24	\$14.07	\$18.86	\$0.00	\$101.17
	09/01/2024	\$70.04	\$14.07	\$18.86	\$0.00	\$102.97
	03/02/2025	\$71.84	\$14.07	\$18.86	\$0.00	\$104.77

**Apprentice - PLUMBER/GASFITTER - Local 12 (Local 138)**

**Effective Date - 02/26/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.64	\$14.07	\$6.80	\$0.00	\$43.51
2	40	\$25.88	\$14.07	\$7.72	\$0.00	\$47.67
3	55	\$35.58	\$14.07	\$10.51	\$0.00	\$60.16
4	65	\$42.05	\$14.07	\$12.36	\$0.00	\$68.48
5	75	\$48.52	\$14.07	\$14.22	\$0.00	\$76.81

**Effective Date - 09/03/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.25	\$14.07	\$6.80	\$0.00	\$44.12
2	40	\$26.58	\$14.07	\$7.72	\$0.00	\$48.37
3	55	\$36.54	\$14.07	\$10.51	\$0.00	\$61.12
4	65	\$43.19	\$14.07	\$12.36	\$0.00	\$69.62
5	75	\$49.83	\$14.07	\$14.22	\$0.00	\$78.12

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

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.)	03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
PIPEFITTERS LOCAL 537 (Local 138)	09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
	03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
	09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
	03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER	06/01/2023	\$38.46	\$9.40	\$16.89	\$0.00	\$64.75
LABORERS - ZONE 2	12/01/2023	\$39.36	\$9.40	\$16.89	\$0.00	\$65.65
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	06/01/2023	\$38.46	\$9.40	\$16.89	\$0.00	\$64.75
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$39.36	\$9.40	\$16.89	\$0.00	\$65.65
	06/01/2024	\$40.69	\$9.40	\$16.89	\$0.00	\$66.98
	12/01/2024	\$42.02	\$9.40	\$16.89	\$0.00	\$68.31
	06/01/2025	\$43.41	\$9.40	\$16.89	\$0.00	\$69.70
	12/01/2025	\$44.79	\$9.40	\$16.89	\$0.00	\$71.08
	06/01/2026	\$46.23	\$9.40	\$16.89	\$0.00	\$72.52
	12/01/2026	\$47.67	\$9.40	\$16.89	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE)	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
	06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
	12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
	06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
	12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
	06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
	12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 42 - J.G. MacLeallan (Wakefield)</i>	05/01/2023	\$29.25	\$12.00	\$7.00	\$0.00	\$48.25
	05/01/2024	\$29.50	\$12.00	\$7.00	\$0.00	\$48.50
	05/01/2025	\$30.00	\$12.00	\$7.00	\$0.00	\$49.00
	05/01/2026	\$30.50	\$12.00	\$7.00	\$0.00	\$49.50
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2023	\$48.53	\$12.78	\$20.20	\$0.00	\$81.51
	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
	02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
	08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
	02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
	08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
	02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ROOFER - Local 33**

**Effective Date -** 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.27	\$12.78	\$5.59	\$0.00	\$42.64
2	60	\$29.12	\$12.78	\$20.20	\$0.00	\$62.10
3	65	\$31.54	\$12.78	\$20.20	\$0.00	\$64.52
4	75	\$36.40	\$12.78	\$20.20	\$0.00	\$69.38
5	85	\$41.25	\$12.78	\$20.20	\$0.00	\$74.23

**Effective Date -** 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.02	\$12.78	\$5.59	\$0.00	\$43.39
2	60	\$30.02	\$12.78	\$20.20	\$0.00	\$63.00
3	65	\$32.52	\$12.78	\$20.20	\$0.00	\$65.50
4	75	\$37.52	\$12.78	\$20.20	\$0.00	\$70.50
5	85	\$42.53	\$12.78	\$20.20	\$0.00	\$75.51

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

**Apprentice to Journeyworker Ratio:\*\***

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2023	\$48.78	\$12.78	\$20.20	\$0.00	\$81.76
ROOFERS LOCAL 33	08/01/2023	\$50.28	\$12.78	\$20.20	\$0.00	\$83.26
	02/01/2024	\$51.53	\$12.78	\$20.20	\$0.00	\$84.51
	08/01/2024	\$53.03	\$12.78	\$20.20	\$0.00	\$86.01
	02/01/2025	\$54.28	\$12.78	\$20.20	\$0.00	\$87.26
	08/01/2025	\$55.78	\$12.78	\$20.20	\$0.00	\$88.76
	02/01/2026	\$57.03	\$12.78	\$20.20	\$0.00	\$90.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59



**Apprentice - SHEET METAL WORKER - Local 17-A****Effective Date - 02/01/2023**

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

**Effective Date - 08/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
2	42	\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
3	47	\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
4	47	\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
5	52	\$29.65	\$14.11	\$12.88	\$1.70	\$58.34
6	52	\$29.65	\$14.11	\$13.13	\$1.70	\$58.59
7	60	\$34.21	\$14.11	\$14.54	\$1.89	\$64.75
8	65	\$37.06	\$14.11	\$15.52	\$2.00	\$68.69
9	75	\$42.76	\$14.11	\$17.48	\$2.23	\$76.58
10	85	\$48.46	\$14.11	\$18.94	\$2.45	\$83.96

**Notes:**

Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2	03/01/2023	\$59.58	\$10.90	\$23.20	\$0.00	\$93.68
	10/01/2023	\$61.16	\$10.90	\$23.20	\$0.00	\$95.26
	03/01/2024	\$62.78	\$10.90	\$23.20	\$0.00	\$96.88
	10/01/2024	\$64.40	\$10.90	\$23.20	\$0.00	\$98.50
	03/01/2025	\$66.02	\$10.90	\$23.20	\$0.00	\$100.12

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2**
**Effective Date - 03/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.85	\$10.90	\$9.70	\$0.00	\$41.45
2	40	\$23.83	\$10.90	\$9.70	\$0.00	\$44.43
3	45	\$26.81	\$10.90	\$9.70	\$0.00	\$47.41
4	50	\$29.79	\$10.90	\$9.70	\$0.00	\$50.39
5	55	\$32.77	\$10.90	\$9.70	\$0.00	\$53.37
6	60	\$35.75	\$10.90	\$11.20	\$0.00	\$57.85
7	65	\$38.73	\$10.90	\$11.20	\$0.00	\$60.83
8	70	\$41.71	\$10.90	\$11.20	\$0.00	\$63.81
9	75	\$44.69	\$10.90	\$11.20	\$0.00	\$66.79
10	80	\$47.66	\$10.90	\$11.20	\$0.00	\$69.76

**Effective Date - 10/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.41	\$10.90	\$9.70	\$0.00	\$42.01
2	40	\$24.46	\$10.90	\$9.70	\$0.00	\$45.06
3	45	\$27.52	\$10.90	\$9.70	\$0.00	\$48.12
4	50	\$30.58	\$10.90	\$9.70	\$0.00	\$51.18
5	55	\$33.64	\$10.90	\$9.70	\$0.00	\$54.24
6	60	\$36.70	\$10.90	\$11.20	\$0.00	\$58.80
7	65	\$39.75	\$10.90	\$11.20	\$0.00	\$61.85
8	70	\$42.81	\$10.90	\$11.20	\$0.00	\$64.91
9	75	\$45.87	\$10.90	\$11.20	\$0.00	\$67.97
10	80	\$48.93	\$10.90	\$11.20	\$0.00	\$71.03

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

**Apprentice to Journeyworker Ratio:1:3**

STEAM BOILER OPERATOR	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$47.38	\$13.00	\$19.63	\$0.00	\$80.01

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 03/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.32	\$13.00	\$0.65	\$0.00	\$34.97
2	45	\$21.32	\$13.00	\$0.65	\$0.00	\$34.97
3	50	\$23.69	\$13.00	\$15.20	\$0.00	\$51.89
4	50	\$23.69	\$13.00	\$15.20	\$0.00	\$51.89
5	55	\$26.06	\$13.00	\$15.58	\$0.00	\$54.64
6	60	\$28.43	\$13.00	\$15.96	\$0.00	\$57.39
7	65	\$30.80	\$13.00	\$16.34	\$0.00	\$60.14
8	70	\$33.17	\$13.00	\$16.73	\$0.00	\$62.90
9	75	\$35.54	\$13.00	\$17.11	\$0.00	\$65.65
10	80	\$37.90	\$13.00	\$17.48	\$0.00	\$68.38

**Notes:**

**Apprentice to Journeyworker Ratio:1:1**

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

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

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$22.34	\$0.00	\$64.50
2	60	\$36.80	\$11.49	\$22.34	\$0.00	\$70.63
3	70	\$42.94	\$11.49	\$22.34	\$0.00	\$76.77
4	80	\$49.07	\$11.49	\$22.34	\$0.00	\$82.90
5	90	\$55.21	\$11.49	\$22.34	\$0.00	\$89.04

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2023	\$47.58	\$9.40	\$17.97	\$0.00	\$74.95
LABORERS - FOUNDATION AND MARINE	12/01/2023	\$48.83	\$9.40	\$17.97	\$0.00	\$76.20
	06/01/2024	\$50.31	\$9.40	\$17.97	\$0.00	\$77.68
	12/01/2024	\$51.78	\$9.40	\$17.97	\$0.00	\$79.15
	06/01/2025	\$53.28	\$9.40	\$17.97	\$0.00	\$80.65
	12/01/2025	\$54.78	\$9.40	\$17.97	\$0.00	\$82.15
	06/01/2026	\$56.33	\$9.40	\$17.97	\$0.00	\$83.70
	12/01/2026	\$57.83	\$9.40	\$17.97	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	06/01/2023	\$43.70	\$9.40	\$17.97	\$0.00	\$71.07
LABORERS - FOUNDATION AND MARINE	12/01/2023	\$44.95	\$9.40	\$17.97	\$0.00	\$72.32
	06/01/2024	\$46.43	\$9.40	\$17.97	\$0.00	\$73.80
	12/01/2024	\$47.90	\$9.40	\$17.97	\$0.00	\$75.27
	06/01/2025	\$49.40	\$9.40	\$17.97	\$0.00	\$76.77
	12/01/2025	\$50.90	\$9.40	\$17.97	\$0.00	\$78.27
	06/01/2026	\$52.45	\$9.40	\$17.97	\$0.00	\$79.82
	12/01/2026	\$53.95	\$9.40	\$17.97	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2023	\$55.81	\$9.40	\$18.42	\$0.00	\$83.63
	12/01/2023	\$57.06	\$9.40	\$18.42	\$0.00	\$84.88
	06/01/2024	\$58.54	\$9.40	\$18.42	\$0.00	\$86.36
	12/01/2024	\$60.01	\$9.40	\$18.42	\$0.00	\$87.83
	06/01/2025	\$61.51	\$9.40	\$18.42	\$0.00	\$89.33
	12/01/2025	\$63.01	\$9.40	\$18.42	\$0.00	\$90.83
	06/01/2026	\$64.56	\$9.40	\$18.42	\$0.00	\$92.38
	12/01/2026	\$66.06	\$9.40	\$18.42	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2023	\$57.81	\$9.40	\$18.42	\$0.00	\$85.63
	12/01/2023	\$59.06	\$9.40	\$18.42	\$0.00	\$86.88
	06/01/2024	\$60.54	\$9.40	\$18.42	\$0.00	\$88.36
	12/01/2024	\$62.01	\$9.40	\$18.42	\$0.00	\$89.83
	06/01/2025	\$63.51	\$9.40	\$18.42	\$0.00	\$91.33
	12/01/2025	\$65.01	\$9.40	\$18.42	\$0.00	\$92.83
	06/01/2026	\$66.56	\$9.40	\$18.42	\$0.00	\$94.38
	12/01/2026	\$68.06	\$9.40	\$18.42	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2023	\$47.88	\$9.40	\$18.42	\$0.00	\$75.70
	12/01/2023	\$49.13	\$9.40	\$18.42	\$0.00	\$76.95
	06/01/2024	\$50.61	\$9.40	\$18.42	\$0.00	\$78.43
	12/01/2024	\$52.08	\$9.40	\$18.42	\$0.00	\$79.90
	06/01/2025	\$53.58	\$9.40	\$18.42	\$0.00	\$81.40
	12/01/2025	\$55.08	\$9.40	\$18.42	\$0.00	\$82.90
	06/01/2026	\$56.63	\$9.40	\$18.42	\$0.00	\$84.45
	12/01/2026	\$58.13	\$9.40	\$18.42	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2023	\$49.88	\$9.40	\$18.42	\$0.00	\$77.70
	12/01/2023	\$51.13	\$9.40	\$18.42	\$0.00	\$78.95
	06/01/2024	\$52.61	\$9.40	\$18.42	\$0.00	\$80.43
	12/01/2024	\$54.08	\$9.40	\$18.42	\$0.00	\$81.90
	06/01/2025	\$55.58	\$9.40	\$18.42	\$0.00	\$83.40
	12/01/2025	\$57.08	\$9.40	\$18.42	\$0.00	\$84.90
	06/01/2026	\$58.63	\$9.40	\$18.42	\$0.00	\$86.45
	12/01/2026	\$60.13	\$9.40	\$18.42	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12 (Local 138)</i>	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentices 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.

**SECTION 00 73 73****STATUTORY REQUIREMENTS**

*These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2007 Edition) included in Section 00 72 05. Provisions not so amended or supplemented remain in full force and effect unless amended or supplemented in another section. The terms used in this section have the meanings stated in the General Conditions. Additional terms used in this section, if any, have the meanings stated below which are applicable to both the singular and plural thereof. The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.*

*This section includes certain provisions required by Laws and Regulations, but does not represent or reflect all applicable provisions and policies or Laws and Regulations, and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies, Regulations, and Laws.*

**The Project is specifically subject to the provisions of the Massachusetts General Laws ("MGL").**

**SC-1.01.A.16 Contractor**

Add the following language at the end of the definition.

Also referred to as "General Contractor" in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

**SC-1.01.A.30 Owner**

Add the following language at the end of the definition.

Also referred to as "Awarding Authority" or "contracting authority" in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

**SC-1.01.A.42 Substantial Completion**

Add the following language at the end of the definition.

For the purposes of MGL Chapter 30, Section 39G, *Completion of public works; semi-final and final estimates; payments; extra work; disputed items*, Substantial Completion shall also mean either that the Work has been completed except for Work having a valued at less than 1 percent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work as required by the Contract.

7. *material or Material* -- As used in MGL Chapter 30, Section 39M, *Contracts for construction and materials; manner of awarding*, regarding items equal to those



specified, the word “material” shall mean and include any article, assembly, system, included in the Work, or any component part thereof.

### **SC-3 CONTRACT DOCUMENTS: INTENT, AMEND, REUSE**

Add the following new paragraph immediately after Paragraph 3.05.

#### **3.05     *Public Records***

- C. Pursuant to MGL Chapter 66 et seq, *Public Records*, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The Contractor will provide the Owner copies of any documents requested under this Law at no charge to the Owner or the requestor.

### **SC-6.01 Performance, Payment, and Other Bonds**

Add the following new subparagraphs immediately after Paragraph 6.01.A.

1. Pursuant to MGL Chapter 30, Section 39A, *Construction contracts for public ways, airports or public works; truck rentals; security for payment*, and MGL Chapter 149, Section 29, *Bonds for payment for labor, materials, rentals or transportation charges (et al)*, the required payment bond shall also cover payment by the Contractor and Subcontractors for the rental or hire of dump trucks and “. . . the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction, . . .” and “. . . for payment of transportation charges directly related to such rental or hire. . .” Such security for payment of transportation charges shall be incorporated by appropriate reference thereto as an additional obligation or condition in the required bonds.
2. In addition, such bonds shall cover “. . . payment by Contractor and Subcontractors of any sums due trustees or other persons authorized to collect such payments from the Contractor or Subcontractors, for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or Subcontractors. . .”

### **SC-5.02 Licensed Sureties and Insurers**

Add the following new subparagraphs immediately after Paragraph 6.01.A.

- I. Pursuant to MGL Chapter 149, Section 29D, *Surety company; bonds*:

“Every bid bond, every performance bond and every payment bond issued for any construction work in the commonwealth shall be the bond of a surety company organized pursuant to section 105 of chapter 175 or of a surety company authorized to do business in the commonwealth under the provisions of section 106 of said chapter 175 and be approved by the U.S. Department of Treasury and

are acceptable as sureties and reinsurers on federal bonds under Title 31 of the United States Code, sections 9304 to 9308.”

J. If there is more than one surety company, the surety companies shall be jointly and severally liable.

**SC-6.03 Contractor’s Insurance:**

Add the following language at the end of subparagraph 6.03.B.

6. pursuant to MGL Chapter 149, Section 34A, *Contracts for public works; workers’ compensation insurance; breach of contract; enforcement and violation of statute:*

Every Contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the Contractor shall, before commencing performance of such Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the Contract, and that the Contractor shall continue such insurance in full force and effect during the term of the Contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a Contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. 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. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the Contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section 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.

Add the following immediately after subparagraph 6.04.C, 5.

6. The provisions of MGL Chapter 258, *Claims and Indemnity Procedure for the Commonwealth, its Municipalities, Counties and Districts and the Officers and Employees Thereof* and MGL Chapter 260, Section 2B *Tort Actions Arising from Improvements to Real Property* shall apply.

Add the following language at the end of subparagraph 6.04.C, in compliance with MGL Chapter 152

**SC-7.03 Labor; Working Hours**

Add the following new subparagraphs immediately after Paragraph 7.03.A.

1. Pursuant to MGL Chapter 30, Section 39S, *Contracts for construction; requirements*, Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.
2. Pursuant to MGL Chapter 149, Section 26, *Public works; preference to veterans and citizens; wages*, preference shall be given to citizens of the Commonwealth of Massachusetts, citizens of the town or city where the Project is located, veterans and service-disabled veterans, and citizens of the United States.
3. The Contractor shall comply with the provisions of MGL Chapter 151B, *Unlawful Discrimination Because of Race, Color, Religious Creed, National Origin, Ancestry or Sex*.
4. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code as amended, or engage in conduct declared to be unlawful by MGL Chapter 151E, *Prohibition Of Certain Discrimination By Businesses, Section 2*.

Add the following new subparagraph immediately after Paragraph 7.03.C

1. Pursuant to MGL Chapter 149, Section 30, *Eight-hour day and six day week; emergencies; work on highways*, and Section 34, *Public contracts; stipulation as to hours and days of work; void contracts*:

“Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner, public

necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

#### **SC-7.05 *Substitutes and “Or-Equals”***

Add the following language at the end of Paragraph 7.05.A.

The provisions of MGL Chapter 30, Section 39M, subsection (b) also apply to this Paragraph.

#### **SC-6.10 *Taxes***

Add the following new subparagraph immediately after Paragraph 6.10.A.

1. MGL Chapter 64H, Section 6, *Exemptions*, subsection (f), exempts from Massachusetts sales tax, building materials and supplies to be used in the Project, and Contractor shall not include any amount therefor. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the Project Site, or while being used exclusively for the transportation of materials for the Project.

#### **SC-7.12 *Record Documents***

Add the following new paragraph and subparagraphs immediately after Paragraph 7.12.A.

- B. Subject to the provisions of MGL Chapter 266, Section 67C, *Capital facility construction projects, etc.; false entries in records; penalties*, and pursuant to MGL Chapter 30, Section 39R, *Definitions; contract provisions; management and financial statements; enforcement*:
  1. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and
  2. until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors, and
  3. if the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor’s independent certified public accountant approving or otherwise commenting on the changes, and

4. if the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and
  5. if the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.
- C. Every Contractor awarded a contract shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
1. transactions are executed in accordance with management's general and specific authorization;
  2. transactions are recorded as necessary
    - i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
    - ii. to maintain accountability for assets;
  3. access to assets is permitted only in accordance with management's general or specific authorization; and
  4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. Every Contractor awarded a contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.
- D. Every Contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Awarding Authority upon request.

- E. A Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.
- F. Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

**SC-7.13. *Safety and Protection***

Add the following new subparagraph immediately after subparagraph 7.13, J.

- J. Pursuant to MGL Chapter 30, Section 39S, *Contracts for construction; requirements*, provide certification for each employee employed at the Work Site of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work.

**SC-9.09 *Limitations on Owner's Responsibilities***

Add the following new subparagraph immediately after Paragraph 9.09.A.

- 1. Pursuant to MGL Chapter 30, Section 39J *Public construction contracts; effect of decisions of contracting body or administrative board*, a decision on a dispute shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

**SC-10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work***

Add the following new subparagraph immediately after Paragraph 10.06.A.

- 1. within 30 days pursuant to MGL Chapter 30, Section 39P, *Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice* in Paragraph 9.08.B.
- 2. Pursuant to MGL Chapter 30, Section 39J *Public construction contracts; effect of decisions of contracting body or administrative board*, a decision on a dispute shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

**SC-11.05 *Owner-Authorized Changes in the Work***

Add the following subparagraph immediately after Paragraph 11.01.A.

- 1. Changes to the Work are subject to the requirements of MGL Chapter 30, Section 39I, *Deviations from plans and specifications*.

**SC-12.01 *Claims*:** Add the following paragraph immediately after Paragraph 12.01.A.

5. Presentation of false, fictitious, or fraudulent Claims is subject to the provisions of MGL Chapter 266, Section 67B, *Presentation of false claims*.

#### **SC-13.01. *Cost of the Work***

Pursuant to subparagraph 13.01.A.1, prevailing wage requirements are included in Section 00 73 43.

Add the following new subparagraph immediately after subparagraph 13.01.A.2.

3. The Project is exempt from sales tax as set forth in SC- 6.10.

#### **SC-11.07. *Change of Contract Price***

Add the following new subparagraphs immediately after subparagraph 11.07.B.3. as required by MGL Chapter 30, Section 38A *Price adjustment clause in contracts for road, bridge, water and sewer projects awarded*.

4. ***Monthly Price Adjustments for Certain Materials***: As required by Massachusetts Chapter 150 of the Acts of 2013, the following price adjustment clauses for fuel (both diesel and gasoline), liquid asphalt and Portland cement contained in cast-in-place concrete shall be applicable to the Project. The following Base Prices are established for the Project, based on period prices shown below as published by the Massachusetts Department of Transportation - Highway Division at

<https://www.mass.gov/service-details/2020-massdot-contract-price-adjustments>

Liquid Asphalt - \$625.00 per TON (August 2023),  
Diesel – \$3.087 per GALLON (July 2023),  
Gasoline - \$2.975 per GALLON (July 2023),  
Portland Cement - \$181.15 per TON (August 2023)

- a. **Monthly Price Adjustment for Hot Mix Asphalt (HMA) Mixtures**: This adjustment will provide for either additional compensation to the Contractor or repayment to the Owner, depending on an increase or decrease in the Period Price of Liquid Asphalt

Base Price: The Base Price of liquid asphalt listed above is the fixed price determined at the time of Bid by the Owner by using the same method as for the determination of the Period Price detailed below.

Price Adjustment: The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

Period Price: The Period Price for this Contract shall be the Liquid Asphalt Period Price, per Ton.

Applicability: The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the Project in accordance with the Contract Documents.

Payment/Credit of Price Adjustment: The Contract Price of the hot mix asphalt mixture will be paid under the respective items in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the Work has been performed, using the monthly Period Price for the month during which the Work was performed. The Price Adjustment will be a separate payment item and processed by Change Order. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed within pay limits during each monthly period as shown on submitted certified weigh slips times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt. This Price Adjustment will be paid or credited if the variance from the Base Price is 5 percent or more for a monthly period. No further Price Adjustments will be processed after the Contract is finally complete, unless an extension of Contract Time is approved by the Owner.

- b. **Monthly Price Adjustment for Diesel Fuel and Gasoline:** This adjustment will provide for either additional compensation to the Contractor or repayment to the Owner, depending on an increase or decrease in the Period Price of Diesel Fuel or Gasoline

Base Price: The Base Price of Diesel Fuel and Gasoline listed above is the fixed price determined at the time of Bid by the Owner by using the same method as for the determination of the Period Price detailed below.

Price Adjustment: The Price Adjustment will be based on the variance in price from the Base Price to the Period Price.

Period Price: The Period Price for this Contract shall be the current Diesel Period Price and Gasoline Period Price per Gallon.

Applicability: The fuel Price Adjustment will apply to the overall Project.

Payment/Credit of Price Adjustment: The Price Adjustment will be a separate payment item and processed by Change Order. The price adjustment, as herein provided, upwards or downwards, will be made after the Work has been performed, using the monthly Period Price for the month during which the Work was performed. This Price Adjustment will be paid or credited if the variance from the Base Price is 5 percent or more for a monthly period. No further Price Adjustments will be processed after the Contract is finally complete, unless an extension of Contract Time is approved by the Owner.



- c. **Monthly Price Adjustment for Portland Cement Concrete Mixes:** This adjustment will provide for either additional compensation to the Contractor or repayment to the Owner, depending on an increase or decrease in the adjustment:

Base Price: The Base Price of Portland cement listed above is the fixed price determined at the time of Bid by the Owner by using the same method as for the determination of the Period Price detailed below.

Price Adjustment: The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

Period Price: The Period Price for this Contract shall be the current Portland cement Period Price per Ton.

Applicability: The price adjustment applies only to the actual Portland cement content in the mix placed on the Project in accordance with the Contract Documents for item 15 on the Unit Prices Form.

Payment/Credit of Price Adjustment: The Contract Price of the Portland cement content in the mix will be paid under the respective items in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the Work has been performed, using the monthly Period Price for the month during which the Work was performed. The Price Adjustment will be a separate payment item and processed by Change Order. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement. This Price Adjustment will be paid or credited if the variance from the Base Price is 5 percent or more for a monthly period. No further Price Adjustments will be processed after the Contract is finally complete, unless an extension of Contract Time is approved by the Owner.

#### **SC-15.01. Progress Payments**

Add the following language to Paragraph 15.01.A.

The provisions of MGL Chapter 30, Section 39G, *Completion of public works; semi-final and final estimates; payments; extra work; disputed items*, covering “periodic estimate” and “periodic payment” apply to this Project and shall be considered Progress Payments per Paragraph 15.01. The forms listed in Section 00 60 00 and included in the Contract Documents will be utilized.

Add the following new paragraph and subparagraphs immediately after subparagraph 15.01.E

F. Pursuant to MGL Chapter 30, Section 39F, *Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed*

*amounts* regarding payment to Subcontractors, the following provisions shall be included in any subcontract in connection with Work under the Contract Documents.

1. Forthwith after the general Contractor receives payment on account of a periodic estimate, the general Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the general Contractor.
2. Not later than the 65th day after each Subcontractor substantially completes his Work in accordance with the Plans and Specifications, the entire balance due under the subcontract less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount to the general Contractor. The general Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the general Contractor.
3. Each payment made by the Awarding Authority to the general Contractor pursuant to subparagraphs (a) and (b) above for the labor performed and the materials furnished by a Subcontractor shall be made to the general Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the general Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the general Contractor or which is to be included in a payment to the general Contractor for payment to the Subcontractor as provided in subparagraphs (a) and (b) above, the Awarding Authority shall act upon the demand as provided in this section of the MGL.
4. If, within seventy days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the general Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the general Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within 10 days after the Subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the general Contractor, the general Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general Contractor and of the amount due for each Claim made by the general Contractor against the Subcontractor.

5. Within fifteen days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general Contractor, less any amount (i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of Work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general Contractor in the sworn reply; provided, that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
6. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) above in an interest-bearing joint account in the names of the general Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the general Contractor and the Subcontractor and shall notify the general Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.
7. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) above shall be made out of amounts payable to the general Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the general Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the general Contractor to the extent of such payment.
8. The Awarding Authority shall deduct from payments to a general Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f) above, are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any Claims against such amounts by creditors of the general Contractor."

#### **SC 15.03 Substantial Completion**

Add the following new paragraph immediately after Paragraph 15.03.F.

G. The provisions of MGL Chapter 30, Section 39G, *Completion of public works; semi-final and final estimates; payments; extra work; disputed items*, covering substantial completion apply to this Project. The forms listed in Section 00 60 00 and included in the Contract Documents will be utilized.

#### **SC 15.06 Final Payment**

Add the following new subparagraphs immediately after subparagraph 15.06.A.1.

- a. The provisions of MGL Chapter 30, Section 39G, *Completion of public works; semi-final and final estimates; payments; extra work; disputed items* covering the final estimate and completion of the Work apply to this Project. The forms listed in Section 00 60 00 and included in the Contract Documents will be utilized.

#### **SC-16.01 Owner May Suspend Work**

Add the following new subparagraphs immediately after Paragraph 16.01.A.

1. Pursuant to MGL Chapter 30, Section 39O, *Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim:*
  - (a) The Awarding Authority may order the general Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided however, that if there is a suspension, delay or interruption for 15 days or more or due to a failure of the Awarding Authority to act within the time specified in the Contract, the Awarding Authority shall make an adjustment in the Contract Price for any increase in the cost of performance of the Contract but shall not include any profit to the general Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.

“(b) The general Contractor must submit the amount of a Claim under provision 1 above to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under the Contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the Claim incurred more than 20 days before the general Contractor notified the Awarding Authority in writing of the act or failure to act involved in the Claim.

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

#### **SC-18.07 Controlling Law**

Add the following new subparagraphs immediately after Paragraph 18.07.A.

1. This Contract is subject to all Laws and Regulations of the United States of America (including the U.S. Code of Federal Regulations), the Commonwealth of Massachusetts and other public authorities, and all amendments thereto. Where any requirements contained herein do not conform to or are inconsistent with such Laws and Regulations to which the Contract is subject or by which it is

governed, such Laws and Regulations shall have precedence over any matters set forth herein.

2. The Project is specifically subject to MGL Chapters 30 and 149 for contracts awarded pursuant to MGL Chapter 30, Section 39M.
3. Statutes, Regulations, and portions and summaries thereof which are set forth or referred to in the Contract Documents shall be construed to include all amendments thereto in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids). The Owner and Engineer make no representation as to and assume no responsibility for the correctness or completeness of such statutory matters referred to or set forth herein.
4. Any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflicts with Laws and Regulations exist, the more stringent requirement shall apply.

**END OF SECTION**

## SECTION 01 11 00

### SUMMARY OF WORK

#### PART 1 – GENERAL

##### 1.01 SECTION INCLUDES

- A. Project Description
- B. Description of the Work
- C. Work Sequence and Coordination
- D. Special Requirements

##### 1.02 PROJECT DESCRIPTION

- A. Replacement and abandonment of existing water mains, and associated features shown on the Contract Drawings on Walker Road, Ocean Street, Magnolia Ave, Raymond Street and Tappan Street, in the Town of Manchester-By-The-Sea, MA (Town/Owner).
- B. Replacement of two catch basins, along with connecting drainage pipe, and associated drainage features shown on the Contract Drawings on Walker Road.
- C. Provide all labor, equipment, tools, materials and services required to complete the Work.

##### 1.03 DESCRIPTION OF THE WORK

- A. The Work includes labor, material and equipment, services required in accordance with the Contract Documents and as more specifically described in the Specifications and Drawings, and includes, but is not limited to the following.
  - 1. **Base Bid - Installation of 6" & 2" temporary potable water bypass and fire suppression service along abovementioned roadways. Excavate, replace, and install new water main as shown on drawings connecting to existing water mains on Walker Road. Excavate, replace, and install two new catch basins and drainage infrastructure as shown on Walker Road. Installation of new water services into residential dwellings and connections at existing meters. Work is anticipated to be completed over winter months.**
  - 2. **Alternate 1 – Excavate, replace, and install new water main as shown to connect to existing water mains on Ocean Street & Summer Street to recently replaced existing main on Ocean Street.**

3. Alternate 2 – Installation of 6" temporary potable water bypass and fire suppression service for continuous supply of all Magnolia Avenue residents. Excavate, replace, and install new water main as shown to connect recently replaced main on Magnolia Avenue to existing main on Summer Street.
  4. Alternate 3 - Installation of 6" temporary potable water bypass and fire suppression service for continuous supply of all Raymon St. residents. Excavate, replace, and install new water main as shown to connect recently replaced main on Raymond Street to existing main on Summer Street.
  5. Alternate 4 - Installation of 6" & 2" temporary potable water bypass and fire suppression service along abovementioned roadways. Excavate, replace, and install new water main on Tappan Street and connect as shown to existing mains on Beach St and Sea St.
  6. Install 4" of asphalt (binder), weekly, over open trenches as temporary trench patch.
  7. After 90 days have passed after temporary trench asphalt has been placed, mill & overlay (2" depth) one foot beyond extents of temporary trench pavement. Place top course (2" depth) as permanent patch, as shown on the plans or as directed by Owner.
- B. The Town will award the contract based on pricing received.
- C. Work Site locations: Walker Road, Tappan Street, Ocean Street, Magnolia Avenue, Raymond Street, and abutting areas. Locations are described on the DRAWINGS.
- D. Existing conditions and Site data: Existing Conditions based on Manchester-By-the-Sea Geographic Information System (GIS) Imagery and field survey where available, and shall be considered APPROXIMATE. Evaluate existing conditions prior to excavation and notify ENGINEER of any discrepancies.

#### 1.04 WORK SEQUENCE AND COORDINATION

- A. The work to be performed includes water main replacement & associated appurtenances as described above. **Work may begin upon receiving the Notice to Proceed.**
- B. Work regular business hours, defined as Monday through Friday, 8:00 AM to 4:00 PM, excluding holidays. Holidays shall be considered New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.
- C. Unless otherwise provided by OWNER, CONTRACTOR shall be responsible for locating and securing a staging area for the purpose of storing equipment and materials to execute the Work.

- D. Access to businesses and residences must be maintained during prosecution of the Work, unless OWNER or Town of Manchester-By-The-Sea Safety Officer determines it is in the best interest of public safety to limit access. Notification to impacted residences must be completed prior to beginning work each week.
- E. It is assumed this project will be completed over the winter months of 2023-2024 as weather allows.

#### **1.05 SPECIAL PROJECT REQUIREMENTS**

- A. Portions of the Work are within the FEMA 100-year floodplain, within the 100-foot buffer to bordering vegetated wetlands, and/or the 25-foot buffer to riverbank and therefore subject to the jurisdiction of the Conservation Commission. CONTRACTOR shall comply with all requirements of the Order of Conditions. Additionally, use stormwater best management practices to control stormwater runoff and protect resource areas impacted by the Work.
- B. Coordinate permitting through the Department of Public Works' office to obtain road opening permits.
- C. Police Details: CONTRACTOR shall be responsible for scheduling, all coordination and direct payment of details throughout the project without markup. The CONTRACTOR shall only request reimbursement for police detail invoices which have been paid and proof of such shall be submitted.

**END OF SECTION**



## SECTION 01 15 30

### PAYMENT AND ADMINISTRATIVE PROCEDURES AND QUALITY REQUIREMENTS

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements relating to payment, the process of contract administration, and the methods of communicating, controlling, and assuring quality, and applies to all Specifications and Drawings.
  - 1. In certain Paragraphs, checked items indicate those requirements applicable to the Project.
  - 2. Provisions of this Section may be supplemented in other sections of Division 01.
- B. Section Includes

##### 1.02 PAYMENT PROCEDURES

- Schedule of Values
- Payment Procedures
- Change Procedures
- Measurement and Payment Procedures
- Correlation of Submittals

##### 1.03 ADMINISTRATIVE REQUIREMENTS

- Project Management and Coordination; Meetings
- Documentation of Progress
- Submittal Procedures
- Closeout Procedures

##### 1.04 QUALITY REQUIREMENTS

- Reference Standards and Regulatory Requirements
- Qualifications

##### 1.05 ATTACHMENTS

#### 1.02 PAYMENT PROCEDURES

- A. Schedule of Values: in accordance with Article 2 of the Standard General and Supplementary Conditions, if any.
  - 1. Provide sufficient detail to allow for determination of the value of the Work

at any degree of completion. For each line item, identify number and title of specification section in accordance with the Table of Contents.

Number of hardcopies: 1

Submit electronically by email

B. Payment Procedures: in accordance with Article 14 of Standard General and Supplementary Conditions, if any.

1. Submit Application for Payment using the form included in the Project Forms section. Utilize latest approved Schedule of Values for listing items in Application for Payment. Provide supporting documentation for items included in the Application for Payment.

Number of hardcopies: 3

Submit electronically by email

2. Payment Period: at intervals stipulated in the Agreement.
3. Submit an updated Progress Schedule with each Application for Payment.

C. Change Procedures: in accordance with Articles 10 and 12 of Standard General and Supplementary Conditions, if any, utilizing forms included in Section 00 60 00 Project Forms.

Number of hardcopies: 1 of each type of form and accompanying documentation.

Submit electronically by email

1. Field Order: as authorized by Paragraph 9.04 of the Standard General and Supplementary Conditions, if any.
2. Change Request: issued by ENGINEER, OWNER or CONTRACTOR to request or authorize minor variations and deviations, amendments or supplements to the Contract Documents. Initiate requests for substitute items per Paragraph 6.05 of the Standard General and Supplementary Conditions, if any, using a Change Request.
  - a. ENGINEER or OWNER to include a detailed description of a proposed change with supplementary or revised Drawings and Specifications, including a change in Contract Times related to the change (with a stipulation for any overtime work required) and the period of time during which the requested price (if any) will be considered valid. Prepare and submit an estimate within 15 days.

- b. Describe the proposed change and its full effect on the Work. Describe the reason for the change and the effect on the Contract Price and Contract Time with full documentation (and a statement describing the effect on Work by separate or other CONTRACTORS).
  - 3. Work Change Directive: as defined in Paragraph 1.01.A.51 of the Standard General and Supplementary Conditions, if any.
  - 4. Change Order: in accordance with Articles 10 and 12 of the Standard General and Supplementary Conditions, if any.
    - a. *Stipulated Price Change Order*: based on CONTRACTOR's maximum price quotation or CONTRACTOR's request for a Change Order as approved by ENGINEER or OWNER.
    - b. *Unit Price Change Order*: for pre-determined unit prices and quantities and executed on a fixed unit price basis. Execute Work under a Work Change Directive for unit costs or quantities of Work not pre-determined. Changes in Contract Price and Contract Time to be computed as specified for Time and Material Change Order.
    - c. *Time and Material Change Order*: based on itemized account and supporting data after completion of change within time limits indicated in the Standard General and Supplementary Conditions, if any. ENGINEER or OWNER and CONTRACTOR to determine the change allowable in Contract Price and Contract Time as provided in the Standard General and Supplementary Conditions, if any. Maintain detailed records of Work completed on this basis, provide full information for evaluation of proposed changes, and substantiate costs for changes in the Work.
  - 5. "Or Equals" and Substitutes: Request "Or-Equal" and substitute items items as a Change Request per subparagraph 1.02.C.2 above, with complete data substantiating compliance with Contract Documents.
    - a. Or-Equal" and substitute items will be processed in accordance with Paragraph 6.05 of the Standard General and Supplementary Conditions, if any, and subparagraph 1.03.C.6 below.
- D. Measurement and Payment Procedures
  - 1. Payment includes full compensation for required labor, material and equipment, tools, plant, transportation, services and incidentals; erection, application or installation and construction of an item of the Work; and overhead and profit, unless otherwise indicated in Section 01 20 25 Measurement and Payment.
- E. Correlation of Submittals

1. Promptly revise Schedule of Values and Applications for Payment to record each authorized Change Order as a separate line item and adjust the Contract Price.
2. Promptly revise Progress Schedule to reflect any change in Contract Times and revise sub-schedules to adjust time for other items of the Work affected by the change.
3. Promptly enter changes in Project Record Documents.

### 1.03 ADMINISTRATIVE REQUIREMENTS

#### A. Project Management and Coordination; Meetings

1. Contact information for OWNER and other entities related to the Project and special coordination requirements and contacts during prosecution of the Work will be provided at the Preconstruction Conference and Site Mobilization Meeting.
2. Inform OWNER and ENGINEER of the address for sending official correspondence and the address and telephone number of CONTRACTOR's representative who will be project manager and Site superintendent for the Contract.
3. During periods of construction and testing keep OWNER and ENGINEER informed in writing with name, address, and telephone number of CONTRACTOR's representative who will be responsible and available outside of normal working hours for emergency repairs and the maintenance of safety devices.

Identify the 24 hour, 7 days per week emergency response telephone or cell phone number that is staffed by a person (not a passive answering machine) or provide that a phone call will be returned within one hour.

4. Identify correspondence, submittals, drawings, data and materials, packing slips or other items associated with this Contract as specified in the Project Requirements and Procedures.
5. Coordinate scheduling, submittals, and Work of the various Specifications to effectuate an efficient and orderly sequence for installing interdependent construction elements, with provisions for accommodating items installed later.
6. Preconstruction Conference and Site Mobilization Meeting

- a. OWNER to schedule an initial preconstruction conference in accordance with Paragraph 2.06 of the Standard General and Supplementary Conditions, if any.
- b. Attendance required by OWNER, CONTRACTOR, ENGINEER, CONTRACTOR's Superintendent, Project Manager, and SUBCONTRACTORS as a minimum.
- c. Sample Agenda
  - Distribute Contract Documents
  - Discuss design concepts
  - Discuss preliminary Progress Schedule, Schedule of Submittals, Schedule of Values and preliminary cash flow projections.
  - Designate personnel representing each party; communication procedures
  - Procedures and processing of submittals, substitutions, applications for payments, Change Orders and Contract closeout procedures
  - Scheduling
  - Use of premises by OWNER and CONTRACTOR
  - OWNER's requirements and partial occupancy
  - Construction facilities and controls provided by OWNER
  - Temporary utilities provided by OWNER and CONTRACTOR
  - Survey and Site Layout
  - Security and housekeeping procedures
  - Schedules
  - Procedures for testing
  - Procedures for maintaining record documents
  - Requirements for start-up
  - Inspection and acceptance of equipment put into service during construction period
  - Access, laydown and coordination with others
- d. ENGINEER will record minutes and distribute draft copies promptly after meeting to OWNER and CONTRACTOR for review, then revise as required and distribute thereafter to meeting participants, with copies to OWNER and CONTRACTOR, and those affected by decisions made.

## 7. Progress Meetings

- a. OWNER to schedule progress meetings beginning no later than 60 days after the Initial Conference and continue thereafter on a monthly basis throughout progress of the Work.

- b. Attendance required by CONTRACTOR, CONTRACTOR's Superintendent, major SUBCONTRACTORS and Suppliers, OWNER and ENGINEER as appropriate to agenda topics for each meeting.
- c. Sample Agenda
  - Review minutes of previous meetings – unresolved issues
  - Overall project status
  - Work Completed
  - Anticipated Work
  - Schedule
  - Pay Applications
  - Change Orders
  - Submittals
  - Observations, problems, and decisions
  - General Discussion/Comments
  - Action Items
  - Date and time for next meeting
- d. ENGINEER will record minutes and distribute draft copies promptly after meeting to OWNER and CONTRACTOR for review, then revise as required and distribute thereafter to meeting participants, with copies to OWNER and CONTRACTOR, and those affected by decisions made.

8. Pre-installation Conference and Coordination Meetings

- a. When required, convene a pre-installation conference at Site before commencing certain Work that requires coordination or has special requirements or approval.
- b. Convene coordination meetings as may be generally required.
- c. Attendance required by parties directly affecting, or affected by, Work of the specific Specification section.
  - 1) For pre-installation conference, notify OWNER and ENGINEER 5 days in advance.
  - 2) For coordination meetings, party requesting coordination meeting to notify other party(s).
- d. Review conditions, preparation and procedures, and coordination with related Work.

B. Documentation of Progress

- 1. Submit preliminary and final Progress Schedules as specified in Paragraphs

2.05 and 2.07 of the Standard General and Supplementary Conditions, if any, or as established in Notice to Proceed.

Number of hardcopies: 1

Submit electronically by email

- a. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
  - b. Indicate estimated percentage of completion for each item of Work at each submission.
  - c. Indicate dates for fabrication, factory testing, delivery, shipping and field testing, and material and equipment delivery dates, including those furnished by OWNER. Coordinate with Schedule of Submittals.
2. Submit revised Progress Schedule on monthly basis and with each Application for Payment, identifying changes since previous version. Coordinate content with Schedule of Values, if any.
  3. Documentation of pre-construction conditions, construction progress, and final conditions:

Construction Photographs: to record Site conditions. Ensure existing conditions of roadway surfaces, curbing, berms, sidewalks, driveways, property bounds, landscaped areas, abutters property and any other items that might be affected by the Work are clearly recorded; Submit prior to starting construction.

- A. Construction photographs: electronic in PDF or JPG format, minimum 300 dpi quality and a minimum resolution of 6.0 megapixels. Identify photographs with date, time, orientation and Project identification.

Number of copies: 1

Submit electronically by email

Digital Video Recording: Video record, in color, all areas of the Project Site. Ensure existing conditions of roadway surfaces, curbing, berms, sidewalks, driveways, property bounds, landscaped areas, abutters' property and any other items that might be affected by the Work are clearly recorded.

- A. Submit prior to the starting construction and at completion of construction.

Arrange for video recordings to be conducted by a professional videographer in digital videodisc (DVD) format. Include clear and concise audio descriptions of the existing Project Site conditions.

Submit 1 copy of the first completed video recording to the ENGINEER for review of visual and audio quality. Re-record any recording furnished which, in the opinion of the ENGINEER, are poor quality or incomplete at no additional cost to OWNER. Submit N/A copies of approved videos.

4. Reports

- a. Submit weekly Safety Reports signed by the Safety Representative.

Number of hardcopies: 1

Submit electronically by email

C. Submittal Procedures

1. Schedule submittals to expedite the Project and coordinate with schedules required by Paragraph 1.03.B above. Deliver each submittal in the quantity and electronic form indicated to ENGINEER (with copy to OWNER where required) at the addresses specified at the Preconstruction Conference and Site Mobilization Meeting. Coordinate submission of related items.
2. Present submittals in a clear and thorough manner, in English and using English units. Provide space for CONTRACTOR, ENGINEER, and OWNER's review stamps. Use sheet size of not less than 8 1/2 by 11 inches and not more than 24 by 36 inches.
3. Revise and resubmit documents as required. Identify all changes made since previous submittal. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions. Submittals not requested on the submittal schedule may not be recognized or processed.
4. Submit preliminary and final Schedule of Submittals as specified in Article 2 of the Standard General and Supplementary Conditions, if any, or as established in Notice to Proceed. Include all submittals specified in the Standard General and Supplementary Conditions, if any, General Requirements, and other Specification sections.

Number of hardcopies: 1

Submit electronically: by email



- a. Include description of each submittal, date by which each submittal will be delivered to ENGINEER and OWNER date by which each submittal must be approved to maintain project schedule, and relevant section reference.
  - b. Allow 15-30 days from receipt of submittal/resubmittal for ENGINEER review of submittals and possible resubmittal.
5. Shop Drawings and Samples: Submit in accordance with Paragraph 6.17 of the Standard General and Supplementary Conditions, if any, and as follows, and coordinate with the Schedule of Submittals required in subparagraph 4 above.

Number of prints: 1

Electronic format: PDF & DWG

Submit electronically: by email

- a. Complete the submittal transmittal form included as an attachment to this Section as is indicated, numbering each submittal consecutively. Assign resubmittals the same transmittal number as the original with a suffix of a sequential letter to indicate the resubmittal (e.g. the first resubmittal of submittal 25 would be number 25A.) Include only those documents previously issued under original transmittal number in resubmittals. Do not combine new submittals with resubmittals.
- b. Attach a transmittal form to each group of Shop Drawings, manufacturer's literature, equipment data and Samples submitted. Use a sufficient number of transmittal forms so that: items on a single transmittal form pertain to the same equipment item, specification section or element of Work; items on a single transmittal form are either original submittals or the same number resubmittal; and each Sample is listed on a separate transmittal form.
- c. ENGINEER to complete review in accordance with Paragraph 6.17.D. of the Standard General and Supplementary Conditions, if any.
- d. Submittals which do not have a fully completed transmittal form will be returned along with unreviewed attachments. Returned submittals, even though incomplete, will be counted as a submittal.
- e. CONTRACTOR shall reimburse OWNER for ENGINEER's time for resubmittals per Paragraph 6.17.E. of the Standard General and Supplementary Conditions.
- f. Submission of any Shop Drawing or Sample bearing CONTRACTOR's and ENGINEER's approval shall constitute a representation to

OWNER that the requirements of Paragraph 6.17 of the Standard General and Supplementary Conditions, if any, have been fulfilled.

6. Variations: Identify variations from Contract Documents and material and equipment or system limitations which may be detrimental to successful performance of the completed Work and identify reasons therefor in accordance with subparagraph 6.17.C.3 of the Standard General and Supplementary Conditions, if any.

- a. Clearly identify requests for "Or-Equal" and substitute items and submit per Paragraph 6.05 of Standard General and Supplementary Conditions, if any, and subparagraph 1.02.C.5 above. Substitute items will not be considered when indicated or implied on Shop Drawing or material and equipment data submittals without separate written request, or when acceptance will require revision to the Contract Documents.

7. Manufacturers' Installation Instructions and Certificates: Submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.

Number of prints: 6

Electronic format: PDF & DWG

Submit electronically by email

- a. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.
- b. Submit manufacturers' certificates for recent or previous test results on material or equipment, but they must be acceptable to ENGINEER and OWNER. Indicate material or equipment conforms to or exceeds specified requirements and provide supporting reference date, affidavits, and certifications as appropriate.
- c. Submit test results, data, and reports and certifications to ENGINEER based on tests performed. Submit test reports and certifications for independent testing services specified.

8. Record Documents and Closeout Submittals: submit in accordance with Paragraph 6.12 of the Standard General and Supplementary Conditions, if any, and Paragraph 1.03.D below.

- a. *As-Builts for Material and Equipment*

Number of prints: 3

Electronic format: PDF & DWG

Submit electronically by email and hardcopy if requested

Indicate "As-Supplied" in revision block and sign. Show all changes and revisions to Final Completion per Execution and Closeout Requirements.

- b. *Conformed to Construction Record Drawings*: Submit for ENGINEER's use in preparing final Record Drawings.

Number of prints: 3

Electronic format: PDF & DWG

Submit electronically by email

Indicate "Conformed by CONTRACTOR to Construction Records" in revision block and sign. Show all changes and revisions to Final Completion per Execution and Closeout Requirements.

- c. *Warranties and Guarantees*: Submit duplicate notarized copies of warranty documents which are executed and transferable from SUBCONTRACTORS, Suppliers, and manufacturers. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of Warranty Period.

In PDF format: by email

Submit 6 copies in ring binders with durable plastic covers and table of contents.

- d. *Operation and Maintenance Data*

- 1) Submit draft of completed volumes 30 days prior to equipment startup. Revise content of all sets as required prior to final submission.

Number of hardcopies: 6

Submit electronically: by email

- 2) Submit final volumes within 10 days after final inspection.

Submit electronically: by email

Submit 6 copies of data in ring binders with durable plastic covers with 8 1/2 by 11-inch text pages. Cover: title

"OPERATION AND MAINTENANCE INSTRUCTIONS", title of Project, and subject matter of binder when multiple binders are required.

- a) Subdivide binder contents with permanent page dividers logically organized as described below with laminated plastic tabs and clearly print the contents. Prepare a Table of Contents for each volume, with material, equipment, or system description identified, in three parts as follows.

Part 1: Directory, listing names, addresses, and telephone numbers of CONTRACTOR, SUBCONTRACTORS, and major equipment Suppliers, and service representative.

Part 2: Operation and maintenance instructions arranged by system and subdivided by Specification section.

For each system, identify names, addresses, and telephone numbers of SUBCONTRACTORS and Suppliers. Identify the following:

- Significant design criteria
- List of equipment with As-Built certified "As-Supplied"
- Parts list for each component
- Operating instructions
- Inspection, maintenance and adjustment instructions for equipment and systems
- Lubrication and maintenance schedules
- Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
- Troubleshooting guides
- Schematic diagrams

Part 3: Material Safety Data Sheets

Part 4: Other Project documents and certificates, including the following:

- Certificates
- Photocopies of warranties

#### D. Closeout Procedures

1. Substantial Completion shall have been achieved when the following has been completed and the requirements of Paragraph 14.04 of the Standard General and Supplementary Conditions, if any, have been met.
  - a. Work is complete, systems are successfully operating, and final testing has been successfully completed.
  - b. A full inventory of the spare parts and special tools purchased by the OWNER are replenished and in the custody of the OWNER.
  - c. The Site has been restored to the satisfaction of the OWNER.
  - d. An inspection of the Work has been completed by the ENGINEER and the OWNER.
  - e. An updated Punch List is provided.
  - f. The CONTRACTOR's written warranty and guarantee has been submitted as required by Paragraph 16.19.D. of the Standard General and Supplementary Conditions, if any.
  - g. A Certificate of Substantial Completion has been provided in accordance with Paragraph 14.04.C. of the Standard General and Supplementary Conditions, if any.
2. The CONTRACTOR shall have sole care, custody, and control of the Work until achievement of Substantial Completion. During the period between Substantial Completion and the date for Final Completion, CONTRACTOR shall be given access to correct items on the Punch List and achieve Final Completion.
3. The date of achieving Substantial Completion is the date set forth in the Certificate of Substantial Completion that is accepted and signed by the OWNER.
4. Final Completion shall have been achieved when the Work is complete, the requirements of Paragraphs 14.06 and 14.07 of the Standard General and Supplementary Conditions, if any, have been met, and when the following is complete.
  - a. Substantial Completion has been achieved and liquidated damages for failure to meet Substantial Completion Date have been paid.
  - b. All Work including Punch List Items has been completed.
  - c. Final cleaning has been conducted and CONTRACTOR equipment and supplies including waste materials have been removed from the Site and legally disposed of.

- d. A full set of record documents have been submitted as specified in subparagraph 1.03.C.8 above and CONTRACTOR's written warranty and guarantee has been resubmitted if adjusted.
- e. Inspections required by Laws and Regulations are complete. Certificates and permits to occupy and operate have been issued if required.
- f. Spare parts, maintenance and extra materials have been delivered in quantities specified to Project Site and stored as directed.
- g. A request for final inspection in accordance with Paragraph 14.06 of the Standard General and Supplementary Conditions, if any, has been submitted to the ENGINEER and the inspection has been completed and the results accepted by the OWNER.
- h. A Final Application for Payment has been submitted to the ENGINEER identifying total adjusted Contract Price, previous payments, and balance due along with required documentation in accordance with Paragraph 14.07.A. of the Standard General and Supplementary Conditions, if any.

#### 1.04 QUALITY REQUIREMENTS

A. Reference Standards and Regulatory Requirements

- 1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or Laws or Regulations of any governmental authority are used in accordance with Paragraph 3.02 of the Standard General and Supplementary Conditions, if any.
- 2. Acronyms and abbreviations used are defined in the applicable versions of the Encyclopedia of Associations published by Gale (part of Cengage Learning) generally available in large libraries and on the internet.

B. Qualifications

- 1. Meet or provide capability to meet the criteria specified in individual Specification sections in connection with various portions of the Work of the Contract Documents.
- 2. As a minimum, CONTRACTOR shall meet the requirements outlined in section 00 45 13.

#### 1.05 ATTACHMENTS

A. None

#### END OF SECTION

## SECTION 01 20 25

### MEASUREMENT AND PAYMENT

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. This Section describes the measurement and payment for the Work to be completed under each item in Section 00 41 01 Bid Form, which may also be referred to as “pay item”.
- B. Payment procedures are in accordance with the Agreement, Article 14 of the General Conditions, the Supplementary Conditions (if any), and the General Requirements.
- C. Measurement: as determined, verified, or approved by ENGINEER or OWNER in accordance with Paragraph 11.03 of the General Conditions, the Supplementary Conditions (if any), and the General Requirements, except as otherwise specified.
- D. The Work described in each pay item shall be as described in the Contract Documents and not included in other pay items.
  - 1. Pay item descriptions are general and may not specifically describe all associated Work or elements thereof, do not constitute Contract Documents, and do not supersede the content of the Contract Documents.
  - 2. Review the Contract Documents for Work associated with each pay item. Claims for being unfamiliar with the content of the Contract Documents will not be considered.
- E. The following Work is not specifically described or designated as a pay item, is considered incidental to all pay items and shall not be measured separately for payment.
  - 1. Division 01 General Requirements EXCEPT those items included in Mobilization/Demobilization.
  - 2. Materials, equipment, and services necessary to verify existing field conditions and the location, size, type, material, and orientation of existing pipes and utilities.
  - 3. Restoration of all areas disturbed by the CONTRACTOR within the limits of Work, including planting.

4. Field and laboratory testing and reporting by independent laboratory, including but not limited to compaction of backfill materials; aggregate gradation; and concrete testing.
  5. Sewer and drain crossings and any required repairs.
  6. Gate valve and utility abandonment within the limit of work.
- F. Payment will not be made for restoration of areas disturbed by the CONTRACTOR outside the limits of Work.
- G. Payment will only be made for those utility services, including water and fire services, specifically identified for replacement. Relocation or replacement for the CONTRACTOR's convenience or due to breakage by the CONTRACTOR of any other utility services or at locations which could reasonably be assumed, shall be at no cost to OWNER.
- H. Design, installation and removal of excavation support systems, temporary and permanent utility/structure support systems associated with a pay item shall be considered incidental to that pay item.
- I. Additional dewatering and erosion control (including installation, operation, maintenance, removal and off Site disposal of erosion control devices) associated with a pay item shall be considered incidental to that pay item.
- J. Pay items identified as a Contingency Allowance will be processed per Article 11.02 of the General Conditions.
- K. Add Alternate Item numbers correlate to the Base Bid Items and shall be enforced as described herein.
- L. Police details will be direct billed by the police department to the CONTRACTOR whom will direct bill to the OWNER utilizing the allowance item provided in the bid without markup. Provide daily detail slips to the ENGINEER. Police details scheduled and not used by the CONTRACTOR will be back-charged to CONTRACTOR.



**1.02 MEASUREMENT AND PAYMENT BASIS (Base Bid & Alternates as Applicable)**

<b>ITEM 1 Mobilization/Demobilization</b>	
<b>Measurement</b>	Per event
<b>Payment</b>	Percent of lump sum price on Schedule of Values
<b>Schedule of Payment</b>	1. 50% at Project Commencement 2. 25% @ Substantial Completion 3. 25% @ Final Completion
<p>Includes delivery to and removal of equipment from the Project Site, temporary utilities, facilities and controls, obtaining necessary permits including associated fees, insurance and bond costs, signage, development of pre-construction schedules and plans required by the General Conditions, Supplementary Conditions and General Requirements, necessary pre-construction investigations, verifying existing field conditions, coordination, utility coordination, and Site clean-up, restoration and closeout.</p> <p>Note: Owner will waive fees associated with road opening and trench permits and costs for these permits shall not be included in this item.</p>	

<b>ITEM 2a, 2b, 2c, 2d, 2e 4"/6"/8"/10"/12" Cement Line Ductile Iron Pipe</b>	
<b>Measurement</b>	As measured along the horizontal projection of the centerline of the pipe, measured from and to face of water pipe fittings and valves.
<b>Payment</b>	Unit Price per Linear Foot
<b>Schedule of Payment</b>	Monthly based on work completed
<p>Material and equipment, services, installation, construction and testing inherent to the Work to furnish and install Cement Line Ductile Iron pipe including clearing and grubbing, saw cutting, excavation, removing and disposing of excess material, removing and disposing of existing concrete encasement, shoring/bracing, dewatering, removing and disposing existing pipe, hydrants, valves and appurtenances, capping existing water mains abandoned in place, support of existing utilities, restraining thrust with rods and/or concrete, joint restraints, mega-lug fittings, pipe bedding, blanket and backfill, gravel roadway base, geotextile fabric, connecting to existing water mains (as applicable), compaction &amp; testing, crossing utilities, support of existing utilities, chlorination, testing, bypass &amp; water services, tree trimming, removing and replacing signs, fences and mail boxes, replacement of bituminous and concrete curbing, and other incidental Work, as shown on the Drawings and as specified or required by field conditions.</p>	

ITEM 3a & 3b 1" & 2" Copper Tubing	
<b>Measurement</b>	As measured along the centerline of the pipe, from outside face of corporation stop outside face of curb stop.
<b>Payment</b>	Unit Price per Linear Foot
<b>Schedule of Payment</b>	Monthly based on work completed
All labor, tools, equipment and materials to furnish and install copper service tubing, saw cutting, excavation, shoring/bracing, disposing of existing service piping, sand bedding and blanket, backfill, compaction crossing of underground utilities, support of existing utilities as specified, loam and seed, tree trimming, removing and replacing signs, fences, and mailboxes, removing and resetting granite and bituminous curbs, removing and resetting sidewalk, removing and resetting guard rails, and all other incidentals necessary to furnish and install water service fittings, complete in place, as specified, shown on the Drawings or required by field conditions.	

ITEM 4a & 4b 1" & 2" Corporation	
<b>Measurement</b>	Units installed complete in place
<b>Payment</b>	Unit Price per each
<b>Schedule of Payment</b>	Monthly based on work completed
All labor, equipment, tools, and materials to furnish and install corporation stop and saddles, couplings, unions, clearing and grubbing, saw cutting, excavation, shoring/bracing, removing and disposing of excess material, tapping pipe, connecting to existing service, crossing of underground utilities, support of existing utilities as specified in the bid documents, sand bedding and blanket, gravel roadway base, backfill, compaction, loam and seed, tree trimming, removing and replacing signs, fences, and mailboxes, removing and resetting granite and bituminous curbs, removing and resetting guard rails, and all other incidentals necessary to furnish and install water service fittings, complete in place, as specified, shown on the Drawings or required by field conditions.	

ITEM 5a & 5b 1" & 2" Curb Stop & Box	
<b>Measurement</b>	Units installed complete in place
<b>Payment</b>	Unit Price per Each
<b>Schedule of Payment</b>	Monthly based on work completed
All labor, equipment, tools, and materials to furnish and install curb stops and boxes, couplings, unions, clearing and grubbing, saw cutting, excavation, shoring/bracing, removing and disposing of excess material, tapping pipe, connecting to existing service, crossing of underground utilities, support of existing utilities as specified in the bid documents, sand bedding and blanket, gravel roadway base, backfill, compaction, loam and seed, tree trimming, removing and replacing signs, fences, and mailboxes, removing and resetting granite and bituminous curbs, removing and resetting guard rails, and all other incidentals necessary to furnish and install water service fittings, complete in place, as specified, shown on the Drawings or required by field conditions.	

ITEMS 6a, 6b, 6c, 6d 4"/6"/8"/10" Gate Valve & Box	
<b>Measurement</b>	Units installed complete in place
<b>Payment</b>	Unit Price per Each
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work to furnish and install valves and valve boxes, cutting valves into existing mains where required, verifying outside diameter of existing pipe, clearing and grubbing, saw cutting, excavation, removing and disposing of excess materials, shoring/bracing, dewatering, cutting valves in to existing pipe, removing and disposing existing pipe, valves and appurtenances, plugging and capping existing water mains abandoned in place, valve installation, restraining thrust with rods, mega-lug fittings or concrete thrust blocks, blocking for support of valve, bedding, backfill and compaction, gravel roadway base, geotextile fabric, wax tape, crossing of underground utilities, support of existing utilities, tree trimming, removing and replacing signs, fences and mail boxes, resurfacing gravel surfaces, and other incidental Work, as shown on the Drawings and as specified or required by field conditions.	

<b>ITEM 7 Hydrants</b>	
<b>Measurement</b>	Each installed, complete in place, set in true horizontal and vertical alignment and with bury line at finished grade
<b>Payment</b>	Unit Price per Each
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work to furnish and install hydrants, coordinate with Towns Water Department, clearing and grubbing, saw cutting, excavation, shoring/bracing, removing and disposing existing pipe, valves, fittings and hydrants, plugging and capping existing water mains abandoned in place, restraining thrust with rods and/or concrete, restrained joint fittings, mega-lug fittings, connecting existing water mains (as applicable), new tees, gate valves, ductile iron pipe for hydrant assembly, crushed stone dry well, roofing felt, bearing stone, installation of off-sets and extensions to set bury line to finished grade, thrust blocks, geotextile fabric, drainage sump setting true in vertical and horizontal plane, setting bury line at finish grade, bedding, backfill and compaction, gravel roadway base, crossing of underground utilities, support of existing utilities, replacement of existing pipe bollards, painting hydrant, tree trimming, fences, and mailboxes, and other incidental Work, as shown on the Drawings and as specified or required by field conditions.	

<b>ITEM 8 Fittings</b>	
<b>Measurement</b>	Pounds of fittings installed, complete in place
<b>Payment</b>	Unit Price per Pounds
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work to furnish and install fittings on new and existing water mains, clearing and grubbing, saw cutting, excavation, removing and disposing of excess materials, removing and disposing of concrete encasement shown on Drawings, removing and disposing of existing thrust restraints, shoring/bracing, dewatering, removing and disposing existing pipe, valves and appurtenances, plugging and capping existing water mains abandoned in place, wax tape, restraining thrust with rods, mega-lug fittings, bedding and backfill, geotextile fabric, connecting existing water mains (as applicable), compaction, crossing of underground utilities, loam and seed, tree trimming, removing and replacing signs, fences and mail boxes, support of existing utilities, and other incidental Work, as shown on the Drawings and as specified or as required by field conditions.	

<b>Item 9</b> <b>Water Distribution Bypass</b>	
<b>Measurement</b>	Portion of Work completed and accepted
<b>Payment</b>	Percent of lump sum price based on Schedule of Values
<b>Schedule of Payment</b>	Completion of Work – 100%
<p>All labor, equipment, tools and materials to install temporary by-pass piping, saw cutting, excavation, backfill compaction, joining of pipe, bypass fittings, valves and hydrants, connecting to existing hydrants, tapping existing water mains with cut-in tees or tapping sleeves and valves, plates, ramping material, cold patch for ramping, burying bypass pipe as required, flushing, chlorinating, neutralizing chlorine residual, providing and removing temporary blow-off/sample lines, sampling, performing analysis of water quality, delivery of samples, water quality analysis in accordance with the latest revision of AWWA C651 - Disinfecting Water Mains by qualified laboratory, providing analysis results to the Engineer and Owner, delivery of notification, scheduling service connections with property owner, service connections, providing wye connections for all sillcocks, loam and seed, resetting curbing, sidewalk restoration, temporary and permanent patching of bypass trenches with hot mix asphalt, and all other incidentals necessary to install temporary by-pass piping complete in place.</p>	

<b>ITEM 10</b> <b>4' Diameter Deep Sump Catch Basin</b>	
<b>Measurement</b>	Actual catch basin furnished and installed
<b>Payment</b>	Unit Price Each
<b>Schedule of Payment</b>	Monthly based on work completed
<p>Material and equipment, services, installation, construction and testing inherent to the Work for furnishing and installing the catch basins regardless of depth including, anti-floatation slab, pipe connections, rubber boots, field coring, geotextile fabrics, PVC catch basin hoods, joint sealant, unclassified excavations, bedding, dewatering, backfill, gravel roadway base, backfill compaction and material testing, removal and off-Site disposal of old catch basins and pipe, removal and off-Site disposal of bituminous concrete pavement and excess soils and other incidental Work, as shown on the Drawings and as specified.</p>	

<b>ITEM 11 Test Pits</b>	
<b>Measurement</b>	Each
<b>Payment</b>	Unit Price per EA
<b>Schedule of Payment</b>	Monthly Based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work to perform exploratory test, including excavation, removal, and disposal of the soil and replacement as necessary with Suitable backfill material as directed by Engineer and other incidental Work, as shown on the Drawings and as specified.	

<b>ITEM 12 Frame and Grate</b>	
<b>Measurement</b>	Set installed
<b>Payment</b>	Unit Price per set
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work for furnishing and installing the catch basin frame and grate, including brick & mortar, concrete grade rings to raise catch basin grate to grade, concrete collars and other incidental Work, as shown on the Drawings and as specified.	

<b>ITEM 13 12" SDR-35 PVC Drain Pipe</b>	
<b>Measurement</b>	Along the horizontal projection of the centerline of the pipe, measured from (1) inside face of manhole to inside face of manhole or (2) inside face of manhole to center of coupling.
<b>Payment</b>	Unit Price per Linear Foot
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work for furnishing and installing the drainage pipe, pipe connections, pipe bends, rubber sleeve connections and mortar sealing of pipe and structure, flow barriers, bedding, backfill, gravel roadway base, backfill compaction and material testing, re-connection to existing pipe (including field and shop coring of new penetrations and plugging abandoned penetrations), provision & reconfiguration of brick invert of new & existing manholes, geotextile fabric, removal and off-site disposal of old drainage pipe, capping and abandonment of old drainage pipe, removal and off-site disposal of bituminous concrete pavement, concrete and excess soils, and other incidental Work, as shown on the Drawings and as specified.	

ITEM 14 12" CB Plastic Pipe Fabrication Hood	
<b>Measurement</b>	Unit installed
<b>Payment</b>	Unit Price per each
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work for furnishing and installing the hood on each installed catch basin.	

ITEM 15a, 15b Temporary Trench Pavement (4" Binder)/Misc. Hot Mix Asphalt	
<b>Measurement</b>	Actual temporary pavement installed at depths indicated on the Drawings
<b>Payment</b>	Unit Price per Ton, complete in place
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work for temporary trench pavement, including saw cutting, disposal of pavement, gravel for pavement sub-base to depth shown on the Drawings, grading, fine grading and compacting gravel for pavement sub-base, emulsion, bituminous tack coat, adjusting of roadway castings, placement and compaction of binder course to depths shown on the Drawings and in required lift depths, restoring pavement markings and other incidental Work, as shown on the Drawings and as specified.	

ITEM 16 Permanent Trench Mill & Overlay Top Course– 2"	
<b>Measurement</b>	Actual permanent pavement installed at depths indicated on the Drawings
<b>Payment</b>	Unit Price per SY
<b>Schedule of Payment</b>	Monthly based on work completed
Material and equipment, services, installation, construction and testing inherent to the Work for 2" Mill and Overlay, including saw cutting, disposal of pavement, mill to depth shown on the Drawings, emulsion, bituminous tack coat, adjusting of roadway castings, placement and compaction of binder course to depths shown on the Drawings and in required lift depths, restoring pavement markings and other incidental Work, as shown on the Drawings and as specified.	

ITEM 17a/b Rock Removal/ Rock Removal Adjustment	
<b>Measurement</b>	Per cubic yard measured in place prior to excavation within pay limits
<b>Payment</b>	Unit Price per CY
<b>Schedule of Payment</b>	Monthly based on work completed
<p>Material and equipment, services, installation, construction and testing inherent to the Work to remove rock and boulders, including excavation, removal, and disposal of the rock and replacement as necessary with suitable backfill material as directed by Engineer and other incidental Work, as shown on the Drawings and as specified.</p> <p><b>Item 13b:</b> Adjustment +/- to the set unit price value for rock removal.</p>	

ITEM 18 Erosion Control	
<b>Measurement</b>	Lump Sum
<b>Payment</b>	Lump Sum based on percentage of work completed
<b>Schedule of Payment</b>	1. 50% @ Project Commencement and acceptance by the Conservation Commission & Engineer 2. 50% at Final Completion
<p>Material and equipment, services, installation, construction inherent to the Work to install and maintain erosion controls as noted on the plan and as outlined in the Order of Conditions for the Project including removal and replacement as directed by the Engineer and other incidental Work, as shown on the Drawings and as specified.</p>	

ITEM 19 Loam & Seed	
<b>Measurement</b>	Square Yard
<b>Payment</b>	Monthly based on work completed
<b>Schedule of Payment</b>	Completion of Work – 100%
<p>Material and equipment, services, installation, coordination &amp; construction inherent to the Work to loam and seed disturbed areas as required to complete the work as shown on drawings and as specified.</p>	



<b>Item 20 Project Closeout</b>	
<b>Measurement</b>	As determined
<b>Payment</b>	Lump sum price per Schedule of Values
<b>Schedule of Payment</b>	Completion of Work – 100%
Includes all labor, services, material and equipment associated with preparing Conformed to Construction Record Drawings and other related items as specified in the General Requirements.	

<b>ITEM 21 Traffic Management</b>	
<b>Measurement</b>	Lump Sum
<b>Payment</b>	Monthly based on work completed
<b>Schedule of Payment</b>	Completion of Work – 100%
Material and equipment, services, installation, coordination & construction inherent to the Work to accommodate traffic as required to complete the work as shown on drawings and as specified.	

<b>Item 22 Owner's Allowance for Police Details</b>	
<b>Measurement</b>	As Utilized, Portion of Owner's Allowance
<b>Payment</b>	Percent not to exceed contingency amount unless authorized by Change Order
<b>Schedule of Payment</b>	Completion of Work – 100%
For scheduling, coordinating and payment of Police details required for the duration of the project, from project commencement to Final Completion. No markup of police detail fees will be allowed.	

<b>Item 23</b> <b>Owner's Allowance for Interior Plumbing &amp; Finishes</b>	
<b>Measurement</b>	As Utilized, Portion of Owner's Allowance
<b>Payment</b>	Percent not to exceed contingency amount unless authorized by Change Order
<b>Schedule of Payment</b>	Completion of Work – 100%
<p>Contractor is responsible for installing new water service into residential dwellings to original meter location and will be directly reimbursed at a Time and Materials rate in accordance with the specific trade labor rate seen on the Massachusetts Prevailing Wage Rates. Contractor responsible for scheduling, coordinating, furnishing material, labor, equipment, services, demolition, concrete coring, installation, construction of interior finishes to match existing, and payment of plumbing services required to complete contract related interior water service connections for the duration of the project, from project commencement to Final Completion.</p> <p>Contractor &amp; subcontractor shall complete scopes of service installation at a time and materials rate to be agreed upon daily with Engineer &amp; Owner. A 5% markup of all subcontractor fees associated with this scope will be allowed. Subcontractors shall provide insurance with Town &amp; Homeowner as additional insured with limits in accordance with this project.</p> <p>All repairs are to match existing with in-kind products and agreeable to homeowner.</p>	

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. This Section specifies temporary facilities and controls for execution of the Work put into place for use only during the period of construction, that will be removed when no longer required for construction operations and applies to all Specifications and Drawings.
  - 1. In certain paragraphs, checked items indicate requirements applicable to the Project.
  - 2. Provisions of this Section may be supplemented in the or other sections of Division 01.
- B. Section Includes

##### 1.02 TEMPORARY CONSTRUCTION FACILITIES

- Barriers
- Protection of Work
- Security
- Safety Facilities
- Access Roads
- Parking
- Field Offices
- Staging Area
- Project Identification
- Progress Cleaning and Waste Removal

##### 1.03 TEMPORARY UTILITIES

##### 1.04 TEMPORARY CONTROLS

- Dust Control
- Water Control and Dewatering
- Erosion and Sediment Control
- Noise Control
- Pollution Control
- Traffic Regulation

##### 1.05 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS

## 1.02 TEMPORARY CONSTRUCTION FACILITIES

### A. Barriers

1. Comply with the requirements of Paragraph 6.11. of the Standard General Conditions and Supplementary Conditions, if any.
2. Furnish barriers to prevent unauthorized entry to and clear delineation of construction areas, to allow for OWNER's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations as recommended by OSHA and as otherwise required for the protection of life and property during construction.
3. Construct barricades and protective facilities in accordance with local and state regulations. Furnish and install signs, lights, reflectors, and such protection facilities as may be required.
4. Furnish barricades required by governing authorities for public rights of way.
5. Provide protection for plant life designated to remain. Replace damaged plant life.
6. Protect non-owned vehicular traffic, stored materials, Site and structures from damage.
7. If required, furnish commercial grade, minimum 8-foot-high chain link fence around construction Site. Equip with vehicular gates with locks.

### B. Protection of Work

1. Protect Work during working and non-working hours.
2. Provide special protection where specified in Specifications or Drawings and in accordance with manufacturer recommendations.
3. Furnish temporary and removable protection for installed equipment and material. Control activity in immediate Work area to minimize damage.
4. Protect exterior areas of Work from damage. Prohibit traffic from landscaped areas.
5. Buildings and Enclosures
  - a. Furnish protective coverings at walls, projections, jambs, sills, and soffits of openings and protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

- b. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
  6. Whenever gale or high winds are forecast, take measures to secure loose material, equipment or other items that could be blown and be damaged or cause damage. Do not leave such loose items unsecured at end of a working day. Attention shall be taken with scaffolding and items placed or stored on roofs or within a structure prior to being enclosed.
  7. Provide for removal of snow and ice which may impede Work, damage the finishes or materials be detrimental to workers, or impede trucking, delivery, or moving of materials at the Site, or prevent adequate drainage of the Site or adjoining areas.
- C. Security
  1. Provide protection to stored items, the Work and OWNER's operations from unauthorized entry, vandalism, or theft, and against fire, storms and other losses during working and non-working hours.
  2. Coordinate with OWNER's security program.
- D. Safety Facilities
  1. Provide first aid and other safety facilities required by Laws and Regulations during working and non-working hours.
- E. Access Roads
  - ~~1. Construct and maintain temporary roads accessing public thoroughfares to serve construction area. Control dust and water.~~
  - ~~2. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.~~
  3. Provide for emergency access and maintain throughout the Work Site.
- F. Parking
  1. Do not allow construction vehicle parking on existing pavement or sidewalks.
  2. Off-Site construction parking area to be established at a location determined by CONTRACTOR.
- G. Field Offices

1. ~~Furnish weather tight office with lighting, electrical outlets, heating, cooling and ventilating equipment, and equip with furnishings and accessories to accommodate supervision of Work, maintenance of records, and project meetings, including, but not limited to the following.~~

- ~~• Desk and chairs (2 cushioned office desk chairs and 4 metal fold chairs)~~
- ~~• Plan table with light and stool~~
- ~~• 3 locking file cabinets~~
- ~~• Hanging plan rack~~
- ~~• Book case with 4 shelves~~
- ~~• "All in one" color copier, wireless printer, scanner and fax machine, capable of 11 by 17 output (OR separate color copier, color printer, color scanner, all capable of 11 by 17 output, and fax machine)~~
- ~~• Paper stock for duration of Project~~
- ~~• Telephone with answering machine (or telephone service with voicemail feature)~~
- ~~• Refrigerator, microwave, and water cooler with 5 gallon bottled water, and 16 oz bottled water supplied for duration of Project~~
- ~~• First aid kit~~

~~Furnish separate office for use by Engineer and Resident Project Representative similarly equipped with fully functional equipment and furniture.~~

2. ~~Maintain utilities per Article 1.03 below for the duration of the Project.~~

3. ~~Location of Field Offices~~

#### H. Staging Area

OWNER is not providing a location for staging area. Determine and secure a location for staging area.

#### I. Project Identification

1. Order Of Conditions Posting: in accordance with Order of Conditions and placed at each street will work will be performed.

#### J. Progress Cleaning and Waste Removal

1. Comply with the requirements of Paragraph 6.11. B and C of the Standard General Conditions and Supplementary Conditions, if any.
2. Maintain areas free of waste materials, debris, and rubbish and maintain the Site in a clean and orderly condition.

3. Remove debris and rubbish from spaces and other closed or remote spaces before enclosing the space.
4. Collect and remove waste materials, debris, and rubbish from Site at least weekly and legally dispose off-Site.

### 1.03 TEMPORARY UTILITIES

#### A. Power service

Provide for the Project as follows.

- ~~1. Arrange for and pay for required power service from local electric utility for duration of Project. Exercise measures to conserve energy. Furnish and install required equipment including pole of sufficient height to provide proper clearance and install weatherproof box of such size to house service disconnect, overcurrent protection, electric meter, and other required equipment.~~

~~Locate as shown on the Drawings.~~

~~Locate as designated by OWNER.~~

#### B. Telephone service and internet

1. Provide one Apple iPhone (latest version) cellular smartphone for Owner's Representative/Engineer including computer-accessible internet service and camera for the full duration of the project.

#### C. Furnish and maintain required sanitary facilities and enclosures. Do not use existing facilities.

#### D. Furnish lighting for construction operations. Furnish lighting for exterior staging and storage areas and for security purposes. Maintain lighting and provide routine repairs.

#### E. Furnish heat devices and heat and cooling devices as required to maintain specified conditions for construction operations.

#### F. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

#### G. Fire Protection

1. Provide temporary fire protection equipment and services during construction per NFPA and local fire code and regulations, and fire marshal's requirements.

2. Use Work procedures that minimize fire hazards to the extent practicable and materials that are fire resistant where possible. Collect and remove combustible debris and waste materials from the Site each day. Store fuels, solvents, and other volatile or flammable materials away from the construction and storage areas in well-marked, safe containers in accordance with Laws and Regulations.
- H. Furnish temporary potable water bypass where necessary to ensure uninterrupted potable and fire water service to residents within the work zone. Temporary water shutdowns must be requested and only allowed if necessary, temporary water shutdowns will not be allowed for ease of construction. It should be assumed only one temporary water shut down will be allowed at each work location to complete the scope of work.

#### 1.04 TEMPORARY CONTROLS

- A. Dust Control: Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere. Utilize the application of sprinkled water to reduce the emission of air-borne soil particulates from the Project Site.

- B. Water Control and Dewatering

Grade Site to drain away from excavations to approved drainage collection facilities. Ensure collected surface drainage water meets permitted criteria for sediment content prior to discharge.

1. Maintain excavations free of water. Furnish, operate and maintain pumping equipment.
2. Dewater excavations and legally dispose of water in a manner that will not cause injury to public and private property.
3. Protect Site from puddling, ponding or running water.
4. Design, furnish, install, maintain, operate and remove temporary dewatering systems as required to lower and control water levels and hydrostatic pressures in excavations during construction; legally dispose of pumped water; construct, maintain, observe and, except where indicated or required to remain in place, remove dewatering equipment and system at the completion of construction.
  - a. Dewatering may include: lowering the water table, intercepting and collecting seepage which may penetrate the support of excavation, slopes or bottom of the excavation; increasing the stability of excavated slopes; preventing loss of material from beneath the slopes or bottom of the excavation; reducing lateral loads on sheeting and bracing; limiting horizontal displacements



and stresses in support of excavation to tolerable and allowable levels; preventing displacements of existing structures, utilities, pavements, and sidewalks; improving the excavation and hauling characteristics of sandy soil; preventing rupture or heaving of the bottom of any excavation; and disposing of pumped water.

- b. *Normal dewatering* is defined as using conventional pumps installed in open excavations, ditches, or sumps to control water and allow for installation of the pipe in a dry trench.
- c. *Special dewatering* is defined as installing well points, deep wells, ejector systems to control groundwater and hydrostatic pressures to allow for installation of the work. Special dewatering includes design of the dewatering system by a Professional ENGINEER currently registered in the state where the Project is located in good standing and conducting additional borings or subsurface explorations deemed necessary by the CONTRACTOR, and approved by the ENGINEER, to support design.
  - 1) For Special Dewatering, retain the services of a Professional ENGINEER currently registered in the state where the Project is located in good standing, experienced in design of dewatering systems, to independently evaluate the boring logs and other soils information available to determine those areas that will require special dewatering techniques and to design the required system. If, in the opinion of the CONTRACTOR or CONTRACTOR's Dewatering Professional ENGINEER, additional borings are needed to design special dewatering systems or determine areas where special dewatering techniques will be required, the CONTRACTOR shall retain and pay for the services of a boring SUBCONTRACTOR. CONTRACTOR's Dewatering Professional ENGINEER shall provide sufficient on-Site inspection and supervision to assure that the dewatering is carried out in accordance with the approved design.
- d. Design a dewatering system capable of:
  - 1) effectively reducing the hydrostatic pressure and lowering the groundwater levels to a minimum of 2 feet below excavation subgrade in the existing fills and any organic peat, and below the excavation subgrade in the existing organic silts/clays unless otherwise directed by the ENGINEER, so that all excavation bottoms are firm and dry;
  - 2) maintaining a dry and stable subgrade until the structures, pipes, appurtenances, and drainage pipe and structure

bedding to be built therein have been completed to the extent that structures, pipes, and appurtenances will not be floated or otherwise damaged;

- 3) lowering of the groundwater level within the work area without adversely affecting existing structures, utilities, pavements, sidewalks or wells outside of the Work area.

~~e. Submit the following:~~

- ~~1) Plans and description of the Normal and/or Special Dewatering systems, including the number, location and depth of wells, well points or sumps; designs of filters to prevent pumping of fine soil; method and location for filtering, sedimentation tanks and legal disposal of pumped water; and flow capacity of proposed system, accounting for groundwater level relative to tide cycles if applicable~~
- ~~2) Design calculations, description and complete layout drawings, stamped and signed by CONTRACTOR's Dewatering Professional ENGINEER, at least two weeks prior to scheduled installation of Special Dewatering system~~
- ~~3) Locations of observation wells~~
- ~~4) Records of pump operation and groundwater elevations~~

5. Dewatering Operations and Procedures

- a. Provide electrically operated dewatering equipment, powered with dedicated generators adequately sized to operate the dewatering system and capable of running on commercial power. Provide standby equipment independent of commercial power and provide for dewatering within 24 hours upon primary pump or power failure. No work shall be performed by the CONTRACTOR below the pre-construction groundwater level during dewatering system failure.
- b. Provide suitable temporary pipes, flumes or channels for water that may flow along or across the Site of the Work.
- c. Provide dewatering equipment with noise attenuation systems capable of meeting the governing noise regulation requirements.
- d. Encapsulate the suction end of the pump with crushed stone, filter fabric, and other materials to minimize the amount of silt discharged to the amount allowed by the construction dewatering permit.

- e. Do not operate equipment on paved surfaces to prevent damaging these surfaces.
  - f. Locate dewatering facilities to prevent interference with utilities and construction work to be done by others.
  - g. For dewatering operations with relatively minor flows, direct pump discharges using filtration bag or system per Erosion and Sediment Control below, or pump into hay bale sedimentation traps lined with filter fabric. Filter water through the hay bales and filter fabric prior to seepage into storm drainage or any natural water course.
  - h. For dewatering operations with larger flows, provide pump discharges into a steel dewatering/sedimentation basin. Use steel baffle plates to slow water velocities, to increase the contact time, and allow adequate settlement of sediment prior to discharge into waterways, storm drainage or discharge point allowed by the construction dewatering permit.
  - i. Utilize silt sacks in catch basins when excess silt is suspended in the discharge water per Erosion and Sediment Control below.
  - j. If siltation basin is used, size to effectively filter for the volume and discharge rate of water anticipated without overflow.
  - k. Provide treatment necessary to prevent discharge of silty and/or contaminated ground water caused by the CONTRACTOR's operations, or any contaminated ground water that may pass from excavated surfaces and/or through the excavation support system selected by the CONTRACTOR.
  - l. Dispose of water pumped or drained from the Work in accordance with permit requirements and in a manner to prevent undue interference with other work or damage to adjacent properties, pavements and other surfaces, buildings, structures and utilities.
  - m. Obtain necessary regulatory approvals for the disposal of dewatering flows, including, among others, approval by the Environmental Protection Agency under the National Pollutant Discharge Elimination System (NPDES) program for construction dewatering activities. Submit the completed and approved construction dewatering permit to the ENGINEER immediately upon receipt.
6. Special Dewatering
- a. Use Special Dewatering as necessary if Normal Dewatering methods are inadequate to ensure dry and stable excavation subgrade conditions.

- b. Special Dewatering techniques may consist of one- or two-stage well point systems, deep wells, ejector type systems. Design with suitable screens to prevent pumping of fines and to address specified Work Site conditions.
- c. In areas requiring special dewatering, lower the groundwater level to a minimum of 2 feet below the existing fill and/or organic peat subgrades or to the excavation subgrade for organic silt/clay subgrades prior to any installation and maintain that groundwater level until the excavation has been backfilled and provide monitoring by CONTRACTOR's Dewatering Professional ENGINEER to ensure conformance with the requirements herein.
- d. Furnish materials and install at least two observation wells at each excavation area. The location of the wells shall be proposed in the field by the CONTRACTOR's Dewatering Professional ENGINEER and reviewed and approved by the ENGINEER.

C. Erosion and Sediment Control

- 1. Plan and execute construction using methods to control surface drainage from cuts and fills, from borrow and waste disposal areas and prevent erosion and sedimentation.
- 2. Submit erosion and sediment control plan to ENGINEER prior to the start of construction.
- 3. Install erosion and sediment controls in accordance with the Order of Conditions and as may be shown on the Drawings and as required by Laws and Regulations. Install additional erosion and sedimentation control measures beyond those shown on the Drawings as necessary to stabilize the Site. Coordinate temporary erosion controls with permanent erosion controls to the extent practical. Provide and maintain devices to control erosion, siltation, and sedimentation that occur during construction operations. Undertake reasonable precautions and measures to avoid erosion of soil and to prevent silting of drainage ditches, storm sewers, rivers, streams, and lakes.
- 4. Employ pollution prevention measures, erosion and sedimentation control before, during, and after soils are exposed. Implement measures prior to soil disturbance or soil storage to the extent possible to ensure that such measures are in place before activity occurs and employ additional measures as the Work progresses. Implement and maintain as necessary until the Site is permanently stabilized.
- 5. Perform inspections of disturbed soil areas, material storage areas exposed to precipitation, and erosion control measures with ENGINEER a minimum of once every 14 days and also within 24 hours after any storm

event greater than 0.5-inches of rainfall. Immediately correct deficiencies in the erosion control measures identified or indicated by failures or erosion by implementing additional measures or different techniques to correct and prevent subsequent erosion at no additional cost to OWNER.

6. If silt or debris breaches erosion control, immediately remove and clean silt or debris from drainage ditches and storm sewers and revise erosion control measures as required by the Conservation Commission or the ENGINEER. Should silt or debris breach erosion controls and reach rivers, streams or lakes, immediately notify local, state or Federal representatives as required and implement required remediation methods at no additional cost to OWNER.
7. Limit duration of the exposure of soils on embankments, excavations, and graded areas to a minimum.
8. Provide temporary measures such as berms, dikes and drains to prevent water flow. Install erosion control measures in any ditch, swale or channel before water can flow in the waterway. Handle water pumped from trenches to minimize discharge of silty water to the maximum extent practicable.
9. Stabilize storm drain outfalls as shown on the Drawings before the discharge points become operational. Install inlet protection immediately upon construction of culverts.
10. Stabilize disturbed areas with temporary and permanent erosion control practices as soon as practicable, but no more than 14 days after construction activity on a particular portion of the Site has temporarily or permanently ceased. Exceptions to this time requirement include: a) where construction activities will resume on the particular portion of the Site within 21 days; and b) where snow cover delays initiation of stabilization measures.
11. Place stockpiled topsoil on the Site away from natural drainages, in piles with side slopes of 50 percent to 70 percent. Install siltation fence around the base of the pile to prevent eroding soil from washing into drainages. Cover topsoil piles which are to remain for a period of 21 days or more with temporary seed and mulch immediately following stockpiling.
12. Conduct pavement sweeping to remove sediment and soil debris accumulation on pavement resulting from construction activity
  - 1) Installed height: minimum 2.5 feet and 36 inches maximum.
  - 2) Inspect frequently; repair or replace any damaged sections.

## 15. Seeding

- a. Select seed variety and applied rates based upon the date of application per the following table. Equivalent seed mixture based on suitability for use in controlling erosion of the various soil types and slopes may be used as approved by the ENGINEER.

Dates	Seed	Applied Rate (pounds per 1,000 feet <sup>2</sup> )
4/1 to 7/1 8/15 to 9/15	Oats	1.8
4/1 to 7/1	Annual Ryegrass	0.9
5/15 to 8/15	Sundangrass	0.9
9/15 to 10/15	Winter Ryegrass	2.6

- 1) Sow seed at the rates indicated, on the pure live seed basis.
  - 2) Mulch areas where temporary seeding has been applied. Do not mulch seeded areas where matting will be immediately installed. If temporary seeding does not achieve adequate growth by November 1, apply an additional layer of mulch.
  - 3) Mulch temporarily or permanently seeded areas, areas which cannot be seeded within the recommended seeding dates, and any soil stockpile areas, immediately following seeding. Straw or hay mulch, wood fiber mulch, and hydromulch are recommended.
16. Sod: grown from certified seed of adapted varieties to produce high quality sod free of any serious thatch, weeds, insects, diseases and other pest problem, be at least one year old and not older than three years and cut with a 1/2 inch to 1-inch layer of soil.
- a. Lay sod strips on the prepared soil, perpendicular to the slope or direction of water flow, starting at the lowest elevation. Butt the edges and ends of the sod strips together and tamp or roll. Stagger joints.
  - b. Staple sod strips at ends and at 3-foot intervals along the center of the strip.
  - c. Irrigate sodded area immediately after installation.
17. Catch Basin Silt Sacks
- a. Style: Silt Sack Regular Flow.
  - b. Test Method: ASTM D-4884 165.0 lbs./inch.

- c. Silt sack seams: certified average wide width strength.
- d. Meet the following ASTM D-4884 standards. Properties are Minimum Average Roll Values (MARV).

Property	Test Method	Units	Test Results
Grab Tensile	ASTM D-4632	lbs.	315x300
Grab Elongation	ASTM D-4632	%	15x15
Puncture	ASTM D-4833	lbs.	125
Mullen Burst	ASTM D-3786	psi	650
Trapezoid Tear	ASTM D-4533	lbs.	120x150
UV Resistance	ASTM D-4355	%	90
Apparent Opening	ASTM D-4751	US Sieve	40
Flow Rate	ASTM D-4491	gal/min/ft <sup>2</sup>	40
Permittivity	ASTM D-4491	sec -1	0.55

- 1) Utilize silt sacks in catch basins as required when excess silt is suspended in discharge water.

#### 18. Filtration Bag or System for Discharge from Excavation Dewatering

- a. Meet the following standards. Properties are Minimum Average Roll Values (MARV).

Property	Test Method	Units	Test Results
Flow Rate	ASTM D-4491	gal/min/ft <sup>2</sup>	40
Permittivity	ASTM D-4491	sec -1	0.55

- b. For discharge from excavation dewatering, install filtration bag or system or dewatering siltation basin constructed of a hay bale barrier lined with filter fabric sized to handle the volume of dewatering without overflowing.

#### 19. Compost Filter Socks

- a. Furnish and install biodegradable mesh “socks” filled with mature, clean compost per EPA National Pollutant Discharge Elimination System (NPDES) specifications.
  - 1) Install per EPA and manufacturers recommendations.
  - 2) Install parallel to contours where possible. Stake socks as needed to stabilize. Inspect frequently and repair as necessary.
  - 3) Install in accordance with the Order of Conditions.

#### 20. Provide detention basins or water filtration systems for dewatering and

coordinate locations with ENGINEER. See Dewatering in Paragraph B. above.

21. Other Temporary Measures

- a. Provide and maintain temporary slope drains as required.
- b. Employ other temporary erosion control measures as directed by the ENGINEER or local Conservation Commission.

22. Maintenance

- a. Inspect erosion control practices immediately after each rainfall and at least daily during prolonged rainfall or snowmelt for damage. Make appropriate repairs or replacement until Final Completion at no additional cost to the OWNER.
- b. Remove silt from siltation fence and/or haybale when it has reached one-quarter of the bale and/or fence height, or prior to expected heavy runoff or siltation.
- c. Repair matting if any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.
- d. Maintain areas mulched or matted until Final Completion, at no additional cost to the OWNER.
- e. Maintain sediment basins by removing silt that reaches a depth of over one foot, at no additional cost to the OWNER, until Final Completion.

23. Removal of Temporary Erosion Control

- a. Remove temporary materials and devices upon completion of the Work when permanent soil stabilization has been achieved. Re-use materials in good condition if approved by ENGINEER.
  - 1) If silt socks are used, remove in paved areas or cut open and disperse media in unpaved areas.
- b. Level and grade to preconstruction conditions and to the extent required to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.
- c. Remove siltation fences only when adequate grass growth has been established.



- d. Repair areas damaged by silt fences and hay bales to preconstruction conditions to the satisfaction of the local Conservation Commission and the ENGINEER.
- e. Remove unsuitable materials from Site and dispose of in a lawful manner.

D. Noise Control

1. Provide methods, means, and facilities to minimize noise from construction operations.
2. Provide noise attenuation systems capable of meeting the Department of Environmental Protection Division of Air Quality Control regulations governed by the following policy:

*"A source of sound will be considered to be violating the Department's noise regulation (310 CMR 7.10) if the source:*

- *Increases the broadband sound level by more than 10 dB(A) above ambient, or*
- *Produces a "pure tone" condition when any octave band center frequency sound pressure level exceeds the two adjacent center frequency sound pressure levels by 3 decibels or more.*

*"These criteria are measured both at the property line and at the nearest inhabited residence. Ambient is defined as the background A-weighted sound level that is exceeded 90% of the time measured during equipment operating hours. The ambient may also be established by other means with the consent of the Department."*

3. Construct sound enclosures or utilize other noise reduction techniques if the equipment does not meet the noise level requirements.

E. Pollution Control

1. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

a. Water Pollution Control

- 1) Assure that sediment, debris, petroleum's, chemicals, or other contaminants will not enter existing drainage facilities and channels. Use construction methods that will prevent entrance of pollutants and wastes into existing streams, rivers, lakes, and flowing and dry watercourses.
- 2) Obtain legal disposal sites and dispose of pollutants and wastes in a legal manner.

- 3) Respond immediately to emergencies as directed when water quality of existing streams, rivers, lakes and flowing and dry watercourses is threatened. Take corrective action to remove or contain pollutants until a permanent solution is determined.

b. Air Pollution Control

- 1) Equipment and vehicles that exhibit excessive exhausts emissions due to poor engine adjustments or inefficient operation will not be permitted to operate until corrective repairs or adjustments are made.
- 2) Burning of materials from clearing or grubbing operations, combustible construction materials, and rubbish will not be allowed.

F. Traffic Regulation

1. Control and maintain traffic within the Project area.
  - a. A traffic control plan is required for parts of the Project.
2. Provide and maintain traffic control and maintenance devices in accordance with Part 6, Temporary Traffic Control, of the "*Manual on Uniform Traffic Control Devices for Streets and Highways*", published by the U.S. Department of Transportation, Federal Highway Administration and other applicable codes and standards as specified. Operate devices 24 hours per day as required.
3. Provide for access by emergency vehicles, such as police, fire, and disaster units at all times. CONTRACTOR shall be liable for damages resulting from failure to provide such access.
4. During construction hours, traffic flow must be controlled by uniformed traffic police officers or other traffic controllers allowed by Laws and Regulations. The services of traffic controllers shall in no way relieve the CONTRACTOR of its responsibilities under the Contract.
5. Maintain minimum of one moving lane on roadways at all times.
  - a. Where detours are permitted, provide necessary barricades, flashers, flashing arrows and signs in accordance with referenced Manuals and Laws and Regulations.
  - b. Provide gravel borrow and bituminous concrete to maintain temporary passable travel lane ramps, temporary bridging, steel plates, temporary pavement, wood-framed walkways, caution,

safety and other necessary signs directing the pedestrian and vehicular traffic towards unblocked and safe areas.

6. Provide safe access/egress to businesses and abutting property OWNERS within the Project area. In areas where the construction activity is in progress, install directional signs in front of businesses indicating "OPEN FOR BUSINESS" or similar for guidance of customers.
  - a. Certain construction operations such as utility work and roadway/sidewalk reconstruction may restrict access/egress on some roads and to businesses and abutting property OWNERS. Under these circumstances, schedule operations during off-peak hours or late evenings with OWNER approval so that a particular work activity can be completed in the shortest possible time.
  - b. Provide 48 hours notice to businesses and abutting property OWNERS when access/egress will not be available, or restrictions will exist.
7. Exercise particular care to establish and maintain such methods and procedures that will not create hazards.
  - a. Remove or properly cover traffic control, safety devices and/or signs having messages that are irrelevant to normal traffic conditions at the end of each Work period. Keep signs clean at all times and provide that legends are distinctive and unmarred.
  - b. Place excavated material and construction equipment so that vehicular and pedestrian traffic is maintained at all times unless road closure permit is obtained. If the CONTRACTOR's operations cause traffic hazards, implement appropriate safety measures immediately.
  - c. In areas of high pedestrian and vehicular traffic volume, the remove waste materials and construction equipment from the Work Site on a daily basis. Do not park construction equipment overnight on the Site or the adjacent roads unless permitted by OWNER.
  - d. Provide night watchmen where special hazards exist.
8. Post signage clearly stating that any vehicle impeding the progress of construction will be towed at the vehicle OWNER's expense. Towing charges incurred by OWNER for CONTRACTOR's failure to post such signs will be borne by the CONTRACTOR.

#### **1.05 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, and facilities before Final Application for Payment inspection.

- B. Remove temporary underground installations and grade Site as indicated. Clean and repair damage caused by installation or use of temporary utilities, facilities, and controls.
- C. Restore existing facilities and areas used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**END OF SECTION**

## SECTION 01 51 38

### TEMPORARY WATER BYPASS

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Provide, test, operate and maintain temporary bypass water mains as required and approved, including service connections, main cut-in's, tap holes and temporary hydrants to prevent ANY interruption of water service or fire protection during water main construction or bypass installation/removal.
  - 2. CONTRACTOR to field determine temporary water bypass, OWNER and ENGINEER have not pre-determined layout.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and payment requirements: per Division 01 General Requirements.

##### 1.03 REFERENCES

- A. Reference Standards
  - 1. American National Standards Institute (ANSI)
    - a. ANSI/NSF 61, Drinking Water System Components – Health Effects
  - 2. American Water Works Association (AWWA)
    - a. AWWA C651
  - 3. ASTM International (ASTM)
    - a. ASTM A135
    - b. ASTM D1248
    - c. ASTM D3350
  - 4. Factory Mutual (FM)
  - 5. NSF International (NSF)
  - 6. Underwriters Laboratories Inc. (UL)

## 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination, Sequencing, and Scheduling: in accordance with Division 01 General Requirements.

## 1.05 SUBMITTALS

- A. Submit in accordance with Division 01 General Requirements.
  - 1. Submit a plan and schedule of the proposed temporary bypass of water main system including any alterations, at least 14 days prior to implementation and prior to the start of construction.
  - 2. Minimum contents of water bypass pumping plan and schedule:
    - a. Plan showing the layout of temporary water mains including: connections to existing hydrants, taps to existing water mains and fire services, street crossings, existing water main valves to be operated, and location of temporary hydrants, valves, and sampling locations
    - b. Description of connection procedures for domestic services, details and a description of installation procedures for tap hole connections to existing mains and fire services, and disinfection procedures
    - c. Daily schedule outlining the locations where temporary water mains will be installed and notification procedures for business owners and residents.
    - d. List of spare parts for maintenance and repairs to temporary bypass and service connections with location where the spare parts will be stored.
  - 3. An emergency contact list with a minimum of 3 employees skilled in the maintenance and repair of the temporary by-pass systems, knowledgeable of the bypass system in use, with specific knowledge of its operational requirements and valve location, and who are available 24 hours per day/ 7 days per week, and able to respond to emergency repair calls within a maximum of 2 hours. Include at a minimum name, address, home and mobile telephone number for each employee listed.
  - 4. Connection/disconnection written notice to residents.

## 1.06 QUALITY ASSURANCE

- A. Provide in accordance with Division 01 General Requirements

## 1.07 SITE CONDITIONS

- A. Existing Conditions: per Division 01 General Requirements.

## PART 2 – PRODUCTS

### 2.01 TEMPORARY BYPASS WATER MAIN

- A. Temporary bypass water main pipe and fittings
  - 1. High density polyethylene (HDPE) pipe: manufactured from high density, extra high molecular weight compound equaling a PE 3408 designation and conforming to ASTM D1248 and ASTM D3350, with a cell classification of 345434C.
- OR
- 1. Hot dipped galvanized schedule 40 steel pipe: manufactured to meet the requirements of ASTM A135, UL listed, FM approved.
- 2. Do not use any other pipe materials in the temporary bypass water main system.
- B. Minimum working pressure: 150 psi and capable of withstanding vehicular traffic loading.
- C. Minimum wall thickness for HDPE pipe
  - 1. 6-inch pipe: 0.602 inches.
  - 2. 2-inch pipe: 0.216 inches.
- D. Temporary pipe couplings: restrained joint, designed to resist flexure and torsion loads, UL listed, FM approved with a minimum working pressure of 750 psi. Gaskets: ANSI/NSF 61 approved for use with potable water.

### 2.02 TEMPORARY WATER SERVICE CONNECTIONS

- A. Temporary water service connections: minimum 3/4-inch polyethylene or rubber hose tubing complying with ANSI/NSF 61 and approved by Owner prior to installation.

### 2.03 TEMPORARY HYDRANTS AND GATES

- A. Temporary hydrants: acceptable to and supported by a means approved by the local Fire Department to prevent deflection of the hydrant or bypass piping system when the hydrant is in operation.

- B. Provide temporary gate valves that are in good working order and capable of sealing completely when closed.

## PART 3 – EXECUTION

### 3.01 GENERAL

- A. Notify OWNER & RESIDENTS/USERS of shut downs 72 hours in advance of any water service interruptions. Notifications shall include a 24-hour phone number for CONTRACTOR emergency response.
- B. Develop minimum required temporary bypass water mains for approval by Engineer and Owner prior to beginning any Work on the Project.
- C. Do not interrupt water service or fire protection during water main construction or bypass installation/removal.
  - 1. Connect temporary bypass water mains to the existing distribution system at both ends to maintain continuity in the distribution system. Do not “dead-end” bypass system unless approved by Owner.
  - 2. Take necessary measures, including tapping existing water mains and installing gate valves when existing hydrants and existing gate valves are unavailable for use, to ensure continuous water service and fire protection.
- D. Furnish, install, maintain, and remove service hoses or pipes of approved size, to service consumers from gated connections on the bypass pipe.
- E. Provide separate temporary water connection for each building. Directly connecting one building to another is prohibited.
- F. Furnish and install temporary bypass water main, temporary hydrants, temporary in-line gate valves, temporary house service connections, temporary service blow backs and permanent gate valves prior to water main replacement construction. Install temporary bypass water mains as indicated on the Drawings unless otherwise approved or directed by Owner. Provide for fire flow interconnections and water service connections to all businesses and residents affected by the Work.
  - 1. Install temporary hydrants, at a minimum, adjacent to existing hydrants. Provide additional temporary hydrants when required by the local Fire Department at no additional cost to Owner.
  - 2. Provide temporary gate valves that are good working order and seal completely when closed. Locate gate valves where shown on the Drawings or as indicated by Engineer or Owner. If a bypass plan has not



been included on the Drawings, at a minimum install gate valves at hydrant connections, tap hole connections and branch lines. Provide additional temporary gate valves when directed by Engineer at no additional cost to Owner. Install gate valves at hydrant connections after the temporary hydrant to ensure temporary hydrant remains live if this gate is closed.

- G. Supply bypass pipes from connections made to hydrants or existing water mains that are to remain in service. Furnish fittings and make necessary connections required to supply water to the bypass pipes (including services), including approved corporation stops, tapping sleeves, tap holes, bulkheads, and plugs at dead end mains.
- H. Provide minimum inconvenience to property owners during connection and disconnection. Coordinate with and contact property owners by written notice at least 48 hours in advance of performing connections and disconnections. Submit notice to Owner for approval prior to distributing to property owners.
- I. Supply water to homes and businesses (all affected users of water system) continually during underground main shut down.

### 3.02 PIPING

- A. Provide adequate water tightness. Exercise care throughout installation of temporary mains and service connections to avoid possible contamination of water mains or house services or contamination of the temporary bypass pipe itself. Flush and disinfect temporary mains and services to prevent contamination in accordance with AWWA C651. Provide laboratory sample confirmation of bypass acceptability to Owner.
- B. Lay temporary piping along the general lines of streets or roadways to cause minimum disruption and avoid damage. Unless otherwise directed, ramp 4-inch or smaller bypass piping with temporary bituminous pavement, cold patch, or other approved material on each side of the pipe at driveways and sidewalks. Bury bypass piping greater than 4-inch in diameter at driveway and sidewalk crossings.
  - 1. Take additional precautions to minimize public inconvenience in areas where bypass and/or service pipe or hoses may be considered an obstruction to safe passage, including installation of additional ramping on both sides of the bypass pipe or burying the bypass pipe at building walkway entrances, at sidewalk crossings, and in other areas where the piping is considered an obstruction to safe passage.
  - 2. At street crossings, cut a narrow trench in the existing pavement sufficiently wide and deep enough to allow placement of the bypass pipe just below the roadway surface, placement temporary hot-mix asphalt surfacing above it, and compaction by approved means. Make flush with the adjacent pavement. Compaction of temporary surfacing

by vehicular traffic is not allowed. Upon removal of the bypass piping, backfill trench with gravel material, properly compacted, and restore to service with a permanent hot-mix asphalt surface at no additional cost to Owner.

3. CONTRACTOR shall connect to a user at all means necessary including digging and excavating at the property line or installing a temporary connection inside the residence.

### **3.03 OPERATION AND MAINTENANCE**

- A. When the bypass water main system has been tested and is approved to be put into service, maintain 24 hours per day, 7 days per week until the Work has been completed and the bypass system has been removed.
- B. Complete sections of the Project in progress before the daily low temperature falls below 35 degrees Fahrenheit. Maintain components of bypass system impacted by freezing conditions, including service connections and take reasonable measures when scheduling Work as cold weather season approaches. Should it become necessary to stop Work and remove the bypass system due to freezing conditions, re-install, chlorinate, test, and return the temporary bypass system to service at no additional cost to Owner.

### **3.04 REMOVAL**

- A. After the existing water mains have been replaced and new water mains put into service, remove components of the temporary bypass system immediately and perform bituminous patching required for temporary lines.

**END OF SECTION**

## SECTION 01 60 00

### PRODUCT REQUIREMENTS

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. This Section specifies general requirements for products, materials and equipment and applies to all Specifications and Drawings.

1. Provisions of this Section may be supplemented in individual Specification sections.

**B. Section Includes**

1.02 SOURCE QUALITY CONTROL

General

Independent Testing Agency Certification

Factory Testing

1.03 PRODUCT REQUIREMENTS

General

Transportation and Handling

Storage and Protection

1.04 WARRANTIES

##### 1.02 SOURCE QUALITY CONTROL

**A. General**

1. Subject material and equipment furnished under the Contract Documents to a complete factory testing program as specified.
2. Shop Drawings and submittals: reviewed by ENGINEER before initiating testing program.
3. Perform checks and tests in accordance with manufacturer's recommendations and referenced standards.
4. Evaluate test results and advise OWNER immediately of any discrepancy between test results and test limits or the failure of any device or system under test. Include test limits for acceptability applicable to each test on the certified test records.

5. Record test information, including the evaluation of testing results, on forms approved by OWNER and ENGINEER.

**B. Independent Testing Agency Certification**

1. If specified, furnish certificates from an independent testing agency.
2. Independent testing agency to certify that material and equipment components have been examined and tested and are in conformance with the requirements specified in the Contract Documents.
3. Take Samples in accordance with the requirements specified in the Contract Documents, as selected by OWNER or independent testing agency. Furnish and ship at no additional cost to OWNER.

**C. Factory Testing**

1. Provide 14 days prior written notice of factory inspections and tests to OWNER and ENGINEER.
2. If failure to give proper written notice results in material and equipment being assembled or covered before a factory inspection or test, make material and equipment ready for inspection or test and reassemble or recover at no additional cost to OWNER.
3. OWNER may inspect any portion of material and equipment furnished at any reasonable time during manufacture and may witness testing of any portion of material and equipment wherever located. OWNER and ENGINEER to witness tests only.
4. Furnish, set up and operate test equipment and facilities.
5. If facilities for conducting required tests are unavailable to the manufacturer, conduct tests elsewhere or have them performed by an independent agency approved by OWNER.
6. Protect material and equipment after testing and checking to provide that subsequent testing of other equipment or systems does not disturb, damage or otherwise interfere with functional capability of material and equipment.
7. Assume responsibility for protection of material and equipment and safety of all personnel during factory testing program.
8. Grounds for rejection: failure to withstand tests; failure to meet ratings; failure to meet applicable standards.
9. In the event of failure:

- a. Submit revisions of documents requiring approval for changes required for rectification.
  - b. Obtain OWNER's and ENGINEER's approval before making such changes.
  - c. Provide written details of any changes to be made not requiring approval.
  - d. Notify OWNER and ENGINEER in writing before retesting.
  - e. Furnish new material and equipment which meets requirements of the Specifications if rejected material and equipment cannot be rectified to satisfaction of OWNER and ENGINEER.
  - f. Retest after rectification in presence of OWNER or ENGINEER.
10. Assume responsibility for all costs, including, but not limited to: loss or damage to materials and equipment resulting from testing; retesting; rectification; new material and equipment to replace damaged or non-rectifiable material and equipment; removal, furnishing, transportation, unloading, and installation of replacement material and equipment; and witness of testing by OWNER and ENGINEER including travel, lodging, meals, and payroll.
  11. Submit certified test reports which define tests, list results, and are signed by CONTRACTOR's representative, and copies of raw data collected during tests. Submission of certified test reports does not relieve CONTRACTOR of responsibility for material and equipment meeting requirements of the Contract Documents after installation.

### 1.03 PRODUCT REQUIREMENTS

#### A. General

1. Products include new material and equipment incorporated into the Work and may also include existing material and equipment required for reuse. This does not include machinery and equipment used for preparation, fabrication, conveying, installation and erection of the Work.
2. Do not use materials and equipment removed from existing Work Site, except as specifically permitted.
3. Provide complete with accessories, trim, finished, safety guards, and other devices and details needed for a complete installation and for the intended use or effect.
4. Provide standard products which have been produced and used successfully on other similar projects for similar applications. Provide products which are likely to be available to OWNER in the future for items required for maintenance and repair or replacement Work.

5. Furnish interchangeable components of the same manufacturer, for similar components.

**B. Transportation and Handling**

1. Transport and handle material and equipment in accordance with manufacturer's instructions.
2. Notify ENGINEER and OWNER in writing upon acceptance of a shipment.
3. Promptly inspect shipments to assure that material and equipment comply with requirements, quantities are correct, and material and equipment are undamaged.
4. Furnish equipment and personnel to handle material and equipment by methods to prevent soiling, disfigurement, or damage.
5. Uncrate equipment and dispose of packing material properly.

**C. Storage and Protection**

1. Store and protect material and equipment in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive material and equipment in weather tight, climate-controlled enclosures.
2. For exterior storage of fabricated material and equipment, place on sloped supports, above ground.
3. Provide for bonded off Site storage and protection when Site does not permit on Site storage or protection.
4. Cover material and equipment subject to deterioration with impervious sheet covering. Furnish ventilation to avoid condensation or potential degradation of material and equipment.
5. Store loose granular materials on solid flat surfaces in a well-drained area. Avoid mixing with foreign matter.
6. Furnish equipment and personnel to store material and equipment by methods to prevent soiling, disfigurement, or damage.
7. Arrange storage of material and equipment to permit access for inspection. Periodically inspect to assure material and equipment are undamaged and are maintained in acceptable conditions.

8. After receipt of material and equipment, assume responsibility for loss and damage including but not limited to breakage, corrosion, weather damage, and distortion.

#### **1.04 WARRANTIES**

- A. Provide warranties for equipment and material in accordance with Paragraphs 6.19 and 14.03 of the Standard General and Supplementary Conditions, if any.
- B. Provide extended or special warranties as indicated in individual Specification sections.

**END OF SECTION**

## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. This Section specifies general execution requirements and startup/commissioning and performance testing for closeout of the Work and applies to all Specifications and Drawings.
  - 1. In certain Paragraphs, checked items indicate requirements applicable to the Project.
  - 2. Provisions of this Section may be supplemented in the Specific Project Requirements and Procedures or other sections of Division 01.

- B. **Section Includes**

##### 1.02 OVERALL EXECUTION REQUIREMENTS

- Coordination
  - Existing Conditions
  - Field Engineering
  - Record Documents
  - Cutting and Patching
  - Electrolytic Corrosion Prevention
  - Quality Assurance and Control of Installation
  - Manufacturers' Field Services
  - Independent Testing

##### 1.03 STARTUP, TESTING, AND COMMISSIONING

- Spare Parts
  - Consumables
  - Checkout and Starting Systems
  - Starting, Adjusting, and Balancing
  - Startup and Commissioning/Performance Testing
  - Demonstration and Training

##### 1.02 OVERALL EXECUTION REQUIREMENTS

- A. **Coordination**

- 1. Conduct preconstruction and pre-installation meetings before commencing certain Work that requires coordination or has special requirements or approvals.



2. Comply with the required Work sequence and coordination as may be specified in Summary of Work and reflect in the Project scheduling.
3. Coordinate Work such that Work is completed with minimum disruption to residents and businesses.
4. Coordinate space requirements and installation of Work. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
5. Coordinate Work of the various Specifications with interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
6. Coordinate related Work at the Site in accordance with Article 7 of the Standard General and Supplementary Conditions, if any.
7. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for OWNER's partial occupancy.
8. After OWNER occupancy of premises, coordinate access to Site for correction of defective Work and/or incomplete Work to minimize disruption of OWNER's activities.

**B. Existing Conditions**

1. Paragraph 4.01 of the Standard General and Supplementary Conditions, if any, covers Availability of Lands: No information is identified or available for the Project.
2. Paragraph 4.02 of the Standard General and Supplementary Conditions, if any, covers Subsurface and Physical Conditions: No information is identified or available for the Project.
3. Pursuant to Paragraph 4.04 of the Standard General and Supplementary Conditions, if any, existence and location of Underground Facilities and other utilities and construction indicated as existing are not guaranteed. Before beginning Work investigate and verify the existence and location of Underground Facilities and other utilities and construction.
  - a. Conduct test pits and other utility research and properly restore utilities interfered with or damaged during construction at no cost to the OWNER.
  - b. Engage a professional subsurface utility locator to verify the existence and location of underground utilities prior to starting Work

4. Paragraph 4.05 of the Standard General and Supplementary Conditions, if any, covers Reference Points: No information is identified or available for the Project.
5. Paragraph 4.06 of the Standard General and Supplementary Conditions, if any, covers Hazardous Environmental Conditions at Site: No information is identified or available for the Project.

### C. Field Engineering

Delete - not required for the Project.

~~Provide for the Project as follows.~~

- ~~1. Prior to initiating construction, engage an independent professional land surveyor registered in the state where the Project is located to provide surveys and permanent reference points for all bounds and property markers along the line of the Work that may be disturbed during construction. Submit copies of all ties to the bounds and property markers to the Engineer prior to excavation at the Site(s).~~
- ~~2. Maintain surveyor's log of control and other survey work. Keep log available for reference.~~
- ~~3. Verify layout information shown on the Drawings in relation to existing benchmarks before lay out of the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.~~
- ~~4. Promptly report lost or destroyed reference points, benchmarks, or control points. Promptly report requirements relocate reference and control points due to changes in grades. Promptly replace lost or destroyed bounds or markers and control points based on the original survey control points utilizing the services of a professional land surveyor registered in the state where the Project is located. The cost of replacing markers disturbed by the Contractor's operations shall be at the Contractor's expense.~~

### D. Record Documents

1. Provide Record Documents in accordance with Paragraph 6.12 of the Standard General and Supplementary Conditions, if any, and in accordance with the Payment and Administrative Procedures.
2. Store Record Documents separate from documents used for construction. Record information concurrent with construction progress.
3. Legibly mark each item to record description of actual equipment and

material installed and actual construction on approved submittals, including the following.

- a. Manufacturer's name and equipment and material model and number
- b. Material and equipment substitutions or alternates utilized
- c. Approved changes
- d. Measured depths of foundations
- e. Measured horizontal and vertical locations of Underground Facilities and appurtenances, referenced to permanent surface improvements
- f. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work
- g. Field changes of dimension and detail
- h. Details not on original Contract Documents or Shop Drawings

**E. Cutting and Patching**

1. Employ skilled and experienced personnel to perform cutting and patching.
2. Submit written request in advance of cutting or alteration which affects:
  - a. structural integrity of any element of Project;
  - b. integrity of weather exposed or moisture resistant elements;
  - c. efficiency, maintenance, or safety element;
  - d. safety, traffic, or hazard barriers;
  - e. visual qualities of sight exposed elements; and
  - f. work of OWNER or separate CONTRACTOR.
3. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
  - a. fit materials together, to integrate with other work;
  - b. uncover Work to install ill-timed Work;
  - c. remove and replace defective or non-conforming Work;
  - d. remove Samples of installed Work for testing when requested; and
  - e. provide openings in element of Work for penetration of mechanical and electrical work.

4. Execute Work by methods to avoid damage to other work and which will provide appropriate surfaces to receive patching and finishing.
5. Provide adequate temporary support for Work to be cut.
6. Restore Work with new materials in accordance with requirements of Contract Documents. Use materials identical with original materials where recognized that satisfactory results can be produced.
7. Provide protection from elements for areas which may be exposed by uncovering work.
8. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit. Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained adjoining Work in a manner, which will eliminate evidence of patching.
9. Identify any Hazardous Waste, Hazardous Environmental Condition, or hazardous substance exposed during the Work to OWNER for decision or remedy in accordance with Paragraph 4.06 of the Standard General and Supplementary Conditions, if any.
10. Cut work by methods least likely to damage Work to be retained and work adjoining. Cut Work with sawing and grinding tools, not with hammering, chopping, or burning tools. Cut masonry and concrete materials with masonry saw or core drill. Do not use pneumatic tools without prior approval. Core drill openings through concrete Work. Adhere to mandatory cutback requirements when saw cutting concrete and roadway openings.
11. Do not cut and patch structural Work in a manner resulting in reduction of load-carrying capacity or load/ deflection ratio.
12. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Maintain supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage and seal voids. For interior work at penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire resistant material, to full thickness of the penetrated element.
13. Do not cut and patch operational or safety-related components that reduce capacities to perform in manner intended. Do not cut and patch Work that reduces visual qualities. Remove and replace unsatisfactory cutting patching as directed by ENGINEER or OWNER.

**F. Electrolytic Corrosion Prevention**

1. Prevent galvanic action, bimetallic corrosion, anodic or cathodic action, and electrolysis at all electrical grounds and for all galvanic scale (electromotive series or table of oxidation potentials). Do not allow contact of dissimilar metals further apart than 0.35 on the galvanic scale (electromotive series or table of oxidation potentials). The electrode potential of common metals is listed below.

	Electrode Potential Volts (Relative to Hydrogen)
Magnesium	+2.37
Aluminum	+1.70
Zinc+	+0.76
Chromium	+0.56
Iron and Steel	+0.44
Cadmium	+0.40
Nickel	+0.25
Tin	+0.14
Lead	+0.13
Copper	-0.34

2. Unless otherwise indicated, provide dielectric insulators between ferrous and nonferrous pipe and equipment.

**G. Quality Assurance and Control of Installation**

1. Monitor quality control of SUBCONTRACTORS, Suppliers, manufacturers, material, equipment, services, Site conditions, and workmanship, to produce Work of specified quality. Conduct field quality control and testing specified.
2. Comply fully with manufacturers' installation instructions, including each step in sequence. If manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
3. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
4. Perform Work using persons qualified to produce workmanship of specified quality.
5. Install field Samples and mockups at the Site as required in Specifications for review. Acceptable Samples and mockups represent a quality level for the Work. Where field Sample or mockup is specified to be removed, clear

area after field Sample or mockup has been accepted by ENGINEER or after Work is complete when mockup is to serve as a control reference.

6. Protect adjacent construction in accordance with Paragraph 6.11 of the Standard General and Supplementary Conditions, if any.

#### **H. Manufacturers' Field Services**

1. If required in the Specifications, arrange and pay for material or equipment Suppliers or manufacturers to provide qualified staff personnel (field representative) to perform the following services and services specified. Submit reports of activities, actions taken and test results to ENGINEER within 10 days of completion.
  - a. Observe Site conditions, conditions of surfaces and installation, quality of workmanship.
  - b. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
  - c. Assist with field assembly as required.
  - d. Furnish, setup, and operate required test equipment and facilities.
  - e. Perform and record results of manufacturer recommended inspections and tests, and tests specified for material and equipment.
  - f. Be responsible for protection of material and equipment and safety of all personnel during testing.
  - g. Perform any other services normally provided by field representative's company.
  - h. Instruct operating personnel in proper use of material and equipment.
  - i. Instruct and supervise field repairs before acceptance by OWNER.

#### **I. Independent Testing**

1. Employ and pay for specified services of an independent firm in accordance with Paragraph 13.03 of the Standard General and Supplementary Conditions to perform inspection and testing as may be specified except where responsibility for a specific inspection or test is expressly allocated to OWNER in the Specifications or by Laws and Regulations.
2. Reports will be submitted by the independent firm to OWNER, in duplicate indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.

3. Inspection, testing, and source quality control may occur on or off the Project Site.
4. Cooperate with independent firm. Furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. Notify OWNER and independent firm 24 hours before expected time for operations requiring services.
6. Make arrangements with independent firm and pay for additional Samples and tests required for CONTRACTOR's use.
7. Retesting required because of nonconformance to specified requirements will be performed by the same independent firm if instructed by OWNER. Payment for retesting will be charged to CONTRACTOR by deducting inspection or testing charges from the Contract Price.
8. Testing or inspecting does not relieve CONTRACTOR from performing Work in accordance with requirements of the Contract Documents.

### **1.03 STARTUP, TESTING, AND COMMISSIONING**

#### **A. Spare Parts**

1. Provide spare parts required for construction, startup, testing and commissioning of the Work prior to achievement of Substantial Completion, including spare parts for flushing and consumable supplies such as bolts, nuts, gaskets, filters, insulating tape, etc., normally consumed in the startup, commissioning and testing.
2. If spare parts are purchased by OWNER, CONTRACTOR shall have the right to use the spare parts purchased by OWNER provided that such spare parts are replaced prior to Substantial Completion at CONTRACTOR's expense. Replacement spare parts, replaced by CONTRACTOR, shall be new, unused and identical as the original spare part used.

#### **B. Consumables**

1. Provide initial fills of consumables including equipment lubricants, resins, chemicals, desiccants, and fuels. Provide subsequent fills if required during Warranty Period if acts or omissions of CONTRACTOR cause such consumables to require replacement.
2. Coordinate with OWNER for consumables required.

**C. Checkout and Starting Systems**

1. Coordinate schedule for startup and operation of various equipment and systems with OWNER.
2. Notify OWNER 7 days before startup of each major piece of equipment or system, including a staffing request for OWNER's operations and maintenance personnel required to adequately and safely support each specific start-up and operation activity.
3. Verify that each system or piece of equipment item has been assembled, constructed, or completed in accordance with the Contract and capable of functioning as intended.
4. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, magnetic center alignment, belt tension, control sequence, or other conditions which may cause damage.
5. Verify that each piece of equipment or system has successfully completed construction testing and cold commissioning, including hydrostatic testing, loop checks, relay checks, calibration, and continuity checks and that all tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
6. Verify wiring and support components for equipment are complete and tested.
7. Execute start up under supervision of responsible manufacturers' representative or CONTRACTOR's personnel in accordance with manufacturers' instructions utilizing OWNER's qualified operations and maintenance staff trained by CONTRACTOR.
8. When specified in individual Specification Sections, require manufacturer to provide field representative to be present at Site to inspect, check and approve equipment or system installation before start up, and to supervise placing equipment or system in operation.

**D. Adjusting and Balancing**

1. Supply necessary equipment, material, construction power, and consumables (except for those provided by OWNER) needed to startup and fully test the Work and replenish the same until Substantial Completion is achieved. CONTRACTOR may utilize OWNER's operating spare parts, such use requiring timely replacement at CONTRACTOR's expense.
2. Coordinate as required for conduct of independent testing.



3. Perform specified and required adjusting and balancing concurrently to the maximum extent possible on individual equipment and systems and prior to startup and commissioning/performance testing.

**E. Startup and Commissioning/Performance Testing**

1. Conduct startup and commissioning/performance tests to demonstrate the Work meets the requirements of the Contract Documents, satisfies the OWNER's requirements, and is in accordance with Paragraph 14.04. of the Standard General and Supplementary Conditions, if any. Conduct testing in accordance with individual Specification sections.
2. Prepare and submit a written startup and commissioning/performance testing procedures no later than 60 days prior to start of testing for review and final test procedures no later than 30 days prior to start of testing. Submit a staffing request for OWNER's operations and maintenance personnel.
3. Calibrate test equipment and instrumentation on Site or provide acceptable certificate of calibration conducted within 30 days of testing.
4. Complete functional testing prior to initiating the startup and commissioning/performance testing as specified.
5. Complete specified startup and commissioning/performance tests prior to Substantial Completion. OWNER and ENGINEER will witness Performance Testing. Notify OWNER and ENGINEER in writing at least 7 days prior to starting any startup and commissioning/performance testing. Coordinate for witnessing of tests by required regulatory representatives.
6. Submit written test reports.

**F. Demonstration and Training**

1. Provide formal demonstration and training of OWNER's personnel as specified in individual Specification sections.

**END OF SECTION**

## SECTION 02 82 33

### REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Work includes, but is not limited to, equipment and material, storage, transportation, legal disposal, signs, preparation, and temporary facilities required to safely remove and dispose of Asbestos Containing Materials (ACM) on Site.
  - 2. Minimum requirements for the disturbance, removal, containment, and disposal of ACM generated as a result of the Work by a duly licensed asbestos abatement CONTRACTOR in accordance with this Section, Laws and Regulations, and applicable reference standards listed in Article 1.03.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and payment requirements: per Division 01 General Requirements.

##### 1.03 REFERENCES

- A. United States Environmental Protection Agency (USEPA) Regulation 40 CFR Part 61 National Emission Standards for Hazardous Air Pollutants (NESHAP) Paragraph 61.145, Standard for Demolition and Renovation, and Part 763, Asbestos
- B. U.S. Department of Labor; Occupational Safety and Health Act of 1970 (Particular attention is drawn to the Asbestos Regulations of 29 CFR, Part 1926.1001 General Industry Standard for Asbestos, Part 1910.134 Respirator Regulations, and Part 1910.1200 Hazard Communication Program)
- C. U.S. Department of Transportation regulations, 49 CFR Parts 171-181; Hazardous Materials Regulations
- D. Commonwealth of Massachusetts
  - 1. 453 CMR 6.00, Current Asbestos Regulations
  - 2. MGL Chapter 149, Sections 6A-6G
  - 3. MGL Chapter 21E, Massachusetts Oil and Hazardous Material Release Prevention and Response Act
- E. Massachusetts Department of Environmental Protection (MassDEP)

1. 310 CMR 7.00, 7.09, 7.15, 19.00, 22.00, 30.00, 33.00, 40.00 and all related amendments and policy statements.
2. Asbestos Containing Material Guidance Document, Specification 02 82 33.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

#### 1.05 SUBMITTALS

- A. Submit in accordance with Division 01 General Requirements.
  1. Qualification Statement of licensed asbestos abatement CONTRACTOR.
  2. Provide two copies of the following are submitted by the asbestos abatement CONTRACTOR at the Pre-Construction Conference.
    - a. Notifications, permits, applications, licenses, and like documents required Laws and Regulations
    - b. Copies of medical records as required by OSHA or a notarized statement by examining medical doctor that such examinations have taken place, and when, for each worker involved in ACM abatement
    - c. Record of successful respiratory fit test performed by a Competent Person as defined by OSHA, within the previous 6 months, for each worker involved in ACM abatement
    - d. Copies of current DOS license for asbestos abatement CONTRACTOR, each supervisor, and each worker involved in ACM abatement
    - e. Separate certificate of insurance from asbestos abatement CONTRACTOR naming CONTRACTOR, OWNER and ENGINEER as additional insureds
    - f. Proposed respiratory program for workers throughout all phases of the abatement Work, including make, model, and NIOSH approval numbers of respirators to be used
    - g. Written description of procedures, methods, or equipment proposed to be utilized by asbestos abatement CONTRACTOR that differ from the Specification, including manufacturers' specifications for any equipment not specified for use in the Specification

- h. Proposed electrical safeguards to be implemented, including but not limited to location of transformers, GFCI outlets, lighting, etc., necessary to safely perform the abatement Work, including a description of an electrical hazards safety plan for common practices in the abatement Work area
  - i. List of equipment to be used on Site, by make and model, including generator, negative air pressure equipment, HEPA vacuums, water atomizing devices, etc.
  - j. Chain of command of responsibility at the Site, including supervisors, foremen, and competent person, and contact information
  - k. Proposed emergency plan and route of egress from abatement Work areas in the event of fire or injury, including the name and telephone number of nearest medical assistance center
  - l. Asbestos abatement CONTRACTOR's testing laboratory, NIOSH PAT proficiency testing results, and certification in the location of the Project
  - m. Safety Data Sheets on encapsulants, sealers, and any other potentially hazardous materials
  - n. Name and address of waste management hauler and disposal site
3. Provide that the following are submitted by the asbestos abatement CONTRACTOR prior to submittal the final Application for Payment.
- a. Waste disposal receipts acknowledging legal disposal of waste material from the Project, indicating delivery date, quantity, and appropriate signature of disposal site's authorized representative
  - b. Copy of the daily entry-exit log book
  - c. Personnel monitoring and final clearance results as required by OSHA or EPA or this Section

## 1.06 QUALITY ASSURANCE

- A. Provide in accordance with Division 01 General Requirements.
- B. Obtain the services of a duly licensed asbestos abatement CONTRACTOR to identify and safely remove ACM prior to demolition of building structures and components that may be disturbed per statutory requirements.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Provide in accordance with Division 01 General Requirements.

- B. Protection
  - 1. Provide for protection of workers performing Work in vicinity of ACM and the public and the environment from exposure.
- C. Obtain the services of a duly licensed or certified waste management hauler and disposal site in accordance with Laws and Regulations.

### 1.08 SITE CONDITIONS

- A. Existing Conditions: per Division 01 General Requirements.
  - 1. Refer to Hazardous Building Materials Inspection Report.
  - 2. Common materials that may contain asbestos include thermal insulation on boilers, ducts and pipes, vinyl floor tiles, ceiling tiles, various mastics (i.e. glues), and asbestos cement products, including asbestos cement pipes. Some of these materials are "friable", meaning the material can easily be crumbled under hand pressure and release asbestos fibers (e.g., insulation) and some are "non-friable", meaning the material cannot easily be crumbled and cannot easily release asbestos fibers (e.g., vinyl floor tiles and asbestos cement pipes that are in good condition and have not deteriorated).

## PART 2 – PRODUCTS – NOT USED

## PART 3 – EXECUTION

### 3.01 ABATEMENT WORK

- A. Provide that abatement of ACM is performed by a duly licensed asbestos abatement CONTRACTOR in accordance with Laws and Regulations.
- B. Remove ACM prior to demolition or renovation activities, wetting the materials prior to removal to prevent asbestos dust, fully containing the Work area (e.g., with plastic sheeting) and drawing air out of the containment through a specially made air filtration unit with HEPA filter capable of capturing asbestos fibers, sealing the wetted asbestos-containing waste material (ACWM) in leak-tight containers with asbestos labeling, and properly disposing of the waste in a permitted landfill or disposal site.
- C. Should ACM be encountered during construction, CONTRACTOR shall remove material and keep separated from other materials to prohibit contamination.
- D. Once removed, CONTRACTOR shall dispose of materials in accordance with applicable Mass State Rules & regulations; payment for removal & disposal will be as stated in the Measurement & Payment Section 01 20 25.

END OF SECTION



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

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### **ASBESTOS CEMENT PIPE GUIDANCE DOCUMENT AND CONDITIONAL ENFORCEMENT DISCRETION**

**June 2011, amended May 22, 2015**

**Prepared by the Bureau of Air and Waste**

## Contents

I. Background.....	3
II. Purpose .....	3
III. Conditional Enforcement Discretion .....	4
IV. Guidance Provisions .....	5
a. Pre-Demolition/Renovation Survey .....	5
b. Notification .....	6
c. Licensing and Training .....	7
d. Handling Practices .....	7
e. Packaging, Labeling, Disposal and Record Retention .....	8
f. Visual Inspection Requirement .....	9
Frequently Asked Questions About Asbestos Cement Pipe Removal.....	11
Template A: Pre-Demolition/Renovation Survey Documentation .....	22
Template B: Post-Abatement Visual Inspection Documentation .....	23



## **I. Background**

The Massachusetts Department of Environmental Protection's (MassDEP's) asbestos regulation (310 CMR 7.15) protects public health and the environment by establishing safe handling practices for demolishing or renovating buildings and structures to prevent the release of asbestos fibers from asbestos-containing materials (ACM). MassDEP's regulations require notification as well as specific removal, handling, and disposal requirements for all ACM. These work practices include removing ACM prior to demolition or renovation activities, wetting the ACM before it is removed to prevent the release of asbestos dust, fully containing the work area (e.g., with plastic sheeting) and drawing air out of the containment through an air filtration unit equipped with a HEPA filter capable of capturing asbestos fibers, sealing the wetted Asbestos-Containing Waste Material (ACWM) in leak-tight containers with asbestos labeling, and properly disposing of the waste in a landfill permitted to accept ACM or ACWM.

Common materials that may contain asbestos include thermal insulation on boilers, ducts and pipes; vinyl floor tiles; ceiling tiles; various mastics (i.e. glues); and asbestos cement products, including asbestos cement pipes. Some of these materials are "friable" material that, when dry, can be crumbled, shattered, pulverized or reduced to powder by hand pressure (e.g., thermal system insulation) and some are "non-friable" material, that when dry, cannot be crumbled, shattered, pulverized or reduced to powder by hand pressure (e.g., vinyl floor tiles and asbestos cement pipes that are in good condition and have not deteriorated). MassDEP regulates non-friable ACM because, if these materials have deteriorated, are significantly damaged, and/or are mishandled, asbestos fibers may be released to the ambient air.

Asbestos cement pipes often are found in underground utility conduits and municipal water, sewer and drainage systems. Asbestos cement pipes buried below ground are considered non-friable if they are in good condition. It should be noted that active asbestos cement pipe that is exposed and is not intended to be replaced or removed and is not disturbed by repair or replacement activities may remain in place and be backfilled.

## **II. Purpose**

This guidance document explains how to safely remove, repair and dispose of asbestos cement pipes that exist in underground operating system networks owned by public and private utilities (e.g. water, sewer, electricity and gas). Its main purpose is to prevent the release of asbestos fibers into ambient air and to protect public health, safety, and the environment while removing, repairing and disposing of asbestos cement pipes. This guidance has been developed in recognition of the unique aspects of projects involving repair and replacement of underground asbestos-cement pipe that make certain specific requirements of 310 CMR 7.15 infeasible and/or impractical: emergency repairs need to be facilitated to protect public health and safety and to allow trenches to be closed as quickly as possible, it is usually infeasible to have an asbestos inspector prepare a

complete written survey report before starting to repair or replace asbestos-cement pipe or pipe segments (particularly for emergency repairs), and some standard asbestos work practices (e.g., full containment and air cleaning) cannot be practically implemented in trenches. In order to qualify for the Conditional Enforcement Discretion that is described in Section III below, the Owner and Operator (including contractors) must follow all the provisions of this document.

This guidance document summarizes the requirements of the MassDEP Asbestos Regulation (310 CMR 7.15) that apply to removal, repair, replacement or other work on underground asbestos cement pipe or suspected asbestos cement pipe material, and also provides guidance on how MassDEP intends to exercise enforcement discretion where the specific asbestos abatement activities described herein are implemented.

This document does not constitute “final agency action,” and is not “regulation” as that term is used in M.G.L. c.30A. It may not be relied upon to create rights, duties, obligations or defenses, implied or otherwise, enforceable by any party in any administrative proceeding with the Commonwealth. In addition, this guidance does not exempt anyone from complying with any other applicable local, state or federal law, including but not limited to: the United States Environmental Protection Agency (EPA) Asbestos National Emission Standards for Hazardous Air Pollutants (Asbestos NESHAP) regulation at 40 CFR part 61; the applicable United States Occupational Safety & Health Act (OSHA) standards at 29 CFR 1910 & 1926; and the Massachusetts Department of Labor Standards (DLS) regulation at 453 CMR 6.00.

### **III. Conditional Enforcement Discretion**

A person who conducts the removal and associated abatement of asbestos cement pipe in accordance with the provisions of this guidance would not be subject to enforcement by MassDEP for violation of the following requirements of 310 CMR 7.15:

- The use of a DLS-certified asbestos inspector to prepare a written survey report that documents the types, amounts, condition and location of all ACM present in a utility conduit that will be subject to demolition or removal of cement pipe as required by 310 CMR 7.15(4);
- Establishment of full containment in accordance with “Work Area Preparation Requirements” 310 CMR 7.15 (7)(c);
- Implementation of air cleaning in accordance with “Work Area Ventilation System” requirements 310 CMR 7.15 (7)(e); and
- The use of a DLS-certified asbestos project monitor to perform a post-abatement visual inspection in accordance with 310 CMR 7.15(8).

## IV. Guidance Provisions

### *a. Pre-Demolition/Renovation Survey*

MassDEP's asbestos regulation establishes that owners and operators (including contractors) are responsible for determining whether cement pipe in a particular utility conduit that will be subject to demolition or renovation contains asbestos. The federal NESHAP regulation requires owners and operators to conduct a "thorough inspection" to determine the location of asbestos containing materials before starting demolition or renovation.<sup>1</sup>

If owners and operators follow this guidance, it will not be necessary to have a DLS-certified asbestos inspector prepare a written survey report for underground asbestos-cement pipe projects as required by 310 CMR 7.15(4). However, owners and operators (including utilities conducting pipe repair or replacement), must conduct a "thorough inspection" to determine the location of any asbestos-containing pipe, insulation or other materials. Owners and operators of underground cement pipes may satisfy this requirement with:

- As-built plans or other documents identifying the content of particular cement pipes or pipe segments and any other material in the conduit that may be affected by a removal or repair project, provided that the documentation has been updated to reflect any repairs or alterations; or
- Other measures that demonstrate that a "thorough inspection" has been completed to identify asbestos cement pipe that will be affected by a removal or repair project. These measures can include visual identification through field observations of the pipe to be worked on (e.g., the manufacturer's brand-label markings indicating transite material or the source of the pipe); or sampling and analysis of cement pipe material at a laboratory certified by DLS.

Note: For projects that rely on a visual identification in the field, a "qualified" person must be present to observe the pipe when it is exposed and document in writing what features were used to identify the type of pipe to be removed/repaired/replaced. If relying on someone other than a DLS-certified asbestos inspector, a person is deemed "qualified" by having completed a DLS-approved training course specific to asbestos cement pipe worker safety (e.g., the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" course developed jointly by the Massachusetts Water Works Association (MWWA) and the Utility Contractors of New England

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<sup>1</sup> The EPA Asbestos NESHAP regulation requires that the owner or operator shall, "...prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos..." 40 CFR part 61.145(a)

(UCANE), or another course similar in length and content that has been reviewed and approved in writing by DLS).

In addition, the owner or operator may presume that a pipe or pipe segment contains asbestos and manage any repairs or removals in accordance with this guidance and the other applicable requirements of 310 CMR 7.15.

The owner/operator of the utility system at which the asbestos cement pipe was removed, repaired or replaced must keep documentation of the pre-demolition/renovation survey, signed and dated by the person who conducted the inspection, for a minimum of two (2) years in the project file. The documentation must indicate what information was relied upon to determine whether the pipe contained asbestos. (See Attachment A for a Pre-Demolition/Renovation Survey Documentation template.)

### ***b. Notification***

A notification must be submitted to MassDEP for each asbestos-cement pipe project on an Asbestos Notification Form ANF-001/BWP AQ-04 in accordance with 310 CMR 7.15(6). The notification must be submitted at least ten (10) working days before starting asbestos cement pipe removal. The ANF-001/BWP AQ-04 and answers to frequently asked questions about filing notifications are available on MassDEP's web site at:

<http://www.mass.gov/eea/agencies/massdep/service/approvals/bwp-aq-04-anf-001.html> . The easiest way to file an asbestos notification is to file it online via MassDEP's online filing system, eDEP: <https://edep.dep.mass.gov/>.

The ten-working day waiting period can be waived by obtaining an emergency waiver of this waiting period from MassDEP. Emergency waivers allow work to be performed right away. These waivers, which can be obtained by calling the MassDEP Regional Office that covers the town in which the work will be conducted, must be approved by MassDEP before the work starts. The MassDEP staff person who approves an emergency waiver will provide a project-specific waiver number that must be noted on the notification form. (See response to question number 27 in the "Frequently Asked Questions" section of this guidance document for appropriate MassDEP regional telephone numbers).

A notification fee, currently \$100.00, is required when filing an ANF-001/BWP AQ-04. However, asbestos abatements at property owned by cities, towns, counties, districts of the Commonwealth, municipal housing authorities, federally recognized Indian tribe housing authorities, state agencies, the Massachusetts Bay Transportation Authority, and owners of owner-occupied residential properties with four or fewer units are exempt from this fee.

Owners and operators who are planning to remove or repair several pipe segments over a specific period of time may apply to MassDEP for approval of a “blanket notification”, which would cover the entire project for a time period not to exceed one (1) year. While individual ANF-001/BW AQ-04 forms would still need to be submitted for each segment of the work, the blanket approval would eliminate the ten working day advance notification requirement for the individual filings. Information regarding asbestos blanket notifications may be found under the heading “BWP AQ 05 - Application for Asbestos Blanket - Form and Guidance” at the following link:

<http://www.mass.gov/eea/agencies/massdep/service/approvals/bwp-aq-05.html>.

An application fee of \$200 is required for each application for a blanket notification approval.

### ***c. Licensing and Training***

DLS’s regulation (453 CMR 6.00) establishes requirements for the use of contractors and other asbestos specialists who are licensed or certified by that Department. Please call DLS for all licensing and training questions. Contact information can be found in the response to Question 28 in the attached Frequently Asked Questions.

In lieu of hiring a DLS-licensed asbestos contractor, an owner or operator conducting asbestos abatement activity on underground asbestos cement piping may hire contractors or other entities who have completed the “8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety” course developed jointly by the MWWA and UCANE, or a course similar in length and content reviewed and approved in writing by DLS, provided that the owner, operator and contractor comply with the provisions and procedures described in this guidance document.

### ***d. Handling Practices***

When repairing, removing or replacing asbestos cement pipe, it is important to handle the pipe in a manner that will minimize the risk of making it friable or releasing asbestos dust into the environment. Start by exposing the asbestos cement pipe with minimal disturbance. Excavate no closer than 6 inches of the pipe. Carefully uncover the remainder of the soil surrounding the pipe by hand or with a shovel. An assessment should then be made to determine if the pipe is damaged, cracked or broken.

#### ***i. Not Damaged Asbestos Cement Pipe (intact and not deteriorated):***

1. Place 6 mil (0.006 inch) thick polyethylene (“poly”) sheeting under the asbestos cement pipe to prevent soil contamination.
2. Adequately wet the asbestos cement pipe with amended water using surfactant or liquid soap before and during removal to avoid creating airborne dust.

3. Separate the asbestos cement pipe at the nearest coupling (bell or compression fitting).
  4. Slide the pipe apart at the joints (no saw cutting) or use other methods that do not cause the pipe to break, become friable or otherwise create the potential to release asbestos fibers.
  5. Wrap the wet asbestos cement pipe in two layers of 6 mil polyethylene sheeting, seal with duct tape and label in accordance with all applicable regulatory requirements. This can be done in the trench or adjacent to the trench.
  6. If the trench is filled with water, the placement of polyethylene sheeting is not required.
  7. Refer to Section “IV.e.” of this guidance document for packaging, labeling, disposal, and record retention requirements.
- ii. Damaged Asbestos Cement Pipe (deteriorated or not intact) or when cutting or mechanical breakage (e.g., with saws, snap or blade cutting, and/or tapping) is necessary:
1. Place 6 mil (0.006 inch) thick polyethylene (“poly”) sheeting under the asbestos cement pipe to prevent soil contamination.
  2. Adequately wet asbestos cement pipe with amended water where cutting or breaking will occur.
  3. Saw cutting of asbestos cement pipe shall only be conducted with a HEPA-shrouded vacuum attachment or wet cutting equipment, unless it is conducted within a small enclosure that isolates the area in which the saw cutting is being conducted to prevent the release of asbestos fibers to ambient air, .
  4. Wrap wet asbestos cement pipe in two layers of 6 mil polyethylene sheeting, seal with duct tape and label. This can be done either in the trench or adjacent to the trench.
  5. Manage wrapped asbestos cement pipe, polyethylene sheeting and any other material contaminated with visible asbestos debris as ACWM in accordance with 310 CMR 7.15 and 310 CMR 19.061.
  6. Refer to Section “IV.e.” of this guidance document for packaging, labeling, disposal, and record retention requirements.

***e. Packaging, Labeling, Disposal and Record Retention***

All ACWM must be packaged, labeled, transported, stored and disposed of in accordance with requirements specified at 310 CMR 7.15(15): Asbestos-containing Waste Material Packaging Requirements, 310 CMR 7.15(16): Asbestos-containing Waste Material Transport Requirements, 310 CMR 7.15(17): Asbestos-containing Waste Material Storage and Disposal Requirements, 310 CMR 7.15(18): Waste Shipment Records and Reports, and 310 CMR 19.061: Special Waste, including but not limited to the following:

- i. Place properly wrapped and labeled ACWM pipe as well as all other containerized ACWM and debris in a roll-off container(s), or covered

trucks, trailers or vans that are lined with 2 layers of 6 mil polyethylene sheeting.

1. The container shall be an enclosed and sealed leak-tight container having proper labels and U.S. Department of Transportation placards as required.
2. If open-top roll-off containers are used, they must be properly sealed, labeled and secured inside a locked fenced area when they are not being loaded to prevent access by unauthorized personnel, and covered to prevent water accumulation.
- ii. Package, transport and dispose of ACWM in accordance with local, state, and federal regulations.
- iii. Complete waste shipment records must be retained for 2 years by the owner/operator of the facility that generated the ACWM.
- iv. Dispose of ACWM at a landfill permitted to accept ACWM.

**Please note:** “Bulk Loading”<sup>2</sup> of ACWM is not permitted without written approval from MassDEP - via approval of a Non-Traditional Asbestos Abatement Work Practice Application. (See BWP AQ-36 “Application for Non-Traditional Asbestos Abatement Work Practice Approval”

<http://www.mass.gov/eea/agencies/massdep/service/approvals/bwp-aq-36.html> for information about how to apply for this permit.) Loading operations involving waste generated from asbestos cement pipe removal that is handled, packaged, labeled, containerized and stored/disposed of in accordance with Sections IV.d. and IV.e. of this guidance are not considered bulk loading and do not require a Non-Traditional Asbestos Abatement Work Practice Approval.

#### ***f. Visual Inspection Requirement***

310 CMR 7.15(8) requires that, upon the conclusion of each asbestos abatement activity, the owner/operator shall ensure that a visual inspection is performed by a DLS-certified asbestos project monitor. The DLS-certified asbestos project monitor must inspect all surfaces within the work area for visible debris and if any is found, the contractor must re-clean the work areas until there is no visible debris.

When asbestos cement pipe removal is performed using the methods specified in this guidance document, the final visual inspection may be performed by a person who is “qualified” to perform this inspection by having completed a DLS-approved training course specific to asbestos cement pipe worker safety (e.g., the “8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety” course), or another course similar in length and content

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<sup>2</sup> “Bulk Loading” means the placement of unconfined ACWM in a vehicle or container, such as a roll-off, dumpster or truck *in lieu* of packaging the ACMW in individual leak tight containers.[310 CMR 7.15(1) Definitions

that has been reviewed and approved in writing by DLS), in lieu of an asbestos project monitor, provided that the following conditions have been met:

- i. The qualified person is physically present to conduct the final visual inspection of the work area prior to backfilling the trench;
- ii. The qualified person documents in writing that there was no visible debris remaining in the excavation trench, in soil excavated from the trench, in the surrounding area adjacent to the trench after the removal of the asbestos cement pipe, and on any tools used during the removal/repair/replacement activities; and
- iii. All ACWM has been removed for proper storage/disposal; and
- iv. The qualified person signs and dates the documentation of the final inspection as evidence that the inspection was performed and that the condition of no remaining visible debris was met.

The owner/operator of the utility system at which the asbestos cement pipe was repaired, removed or replaced must keep the documentation of the post-abatement visual inspection, signed and dated by the person who conducted the inspection, for a minimum of two (2) years in the project file. (See Attachment B for an example of a Post-Abatement Visual Inspection template.)



## Frequently Asked Questions About Asbestos Cement Pipe Removal

### 1. What is Asbestos? Is it hazardous to your health?

Asbestos is a naturally occurring fibrous mineral consisting of any one of a number of silicates. Asbestos has been and is still used in a variety of products because of its physical properties, which make it resistant to heat, fire, and many caustic chemicals. Asbestos has been used extensively as fireproofing, an insulating agent, and for decorative purposes, among many other uses.

The physical properties that give asbestos its resistance to heat and decay are linked with several adverse human effects. Asbestos tends to break into a dust of microscopic fibers. Because of their size and shape, these tiny fibers can remain suspended in the air for long periods of time and can easily penetrate bodily tissue when inhaled or ingested. Because of their durability, these fibers can remain in the body for many years.

Asbestos is known to cause asbestosis and various forms of cancer. **Asbestosis** is a chronic disease of the lungs that makes breathing progressively more difficult, and can lead to death. Cancer can result from breathing asbestos fibers and **lung cancer** is the most frequent. **Mesothelioma**, an incurable cancer of the chest and abdominal membranes, almost never occurs without exposure to asbestos. Asbestos-related diseases have a long latency period and may not show up until 10 to 40 years after exposure. Each exposure increases the likelihood of developing an asbestos-related disease.

### 2. How do I know whether cement pipes contain asbestos?

Cement pipes used for public drinking water, waste water, roof drains or underground conduits may contain asbestos and should be handled in accordance with MassDEP's asbestos regulation (310 CMR 7.15) and this guidance document unless the owner's documentation or testing has shown that they do not contain asbestos or a DLS-certified asbestos inspector has determined that they do not contain asbestos. It is the obligation of anyone removing or repairing materials that contain asbestos to handle them in accordance with applicable laws and regulations. Ignorance or avoidance of this responsibility does not remove this obligation.

Up-to-date as-built plans that accurately identify the material that pipes or pipe segments are made of can be relied on to satisfy this requirement. Another acceptable method for determining whether a pipe or pipe segment contains asbestos is through visual identification in the field at the time of excavation, when the pipe material is readily identifiable by observing the manufacturer's brand-label (e.g. Johns-Manville Transite) or other markings on the pipe (e.g., indicating its source). This

identification must be done by a person who is “qualified” to perform this visual identification is present to observe the pipe when it is exposed and documents in writing what features were used to identify the type of pipe to be removed/repared. In lieu of a DLS-certified asbestos inspector, a person is deemed “qualified” to conduct a visual inspection to identify the presence of asbestos containing cement pipe by having completed a DLS-approved training course specific to asbestos cement pipe worker safety (e.g. the “8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety” course) or another course similar in length and content that has been reviewed and approved in writing by DLS). If up-to-date as-built plans are not available and a definitive visual identification cannot be made, the owner/operator can either presume the cement pipe contains asbestos and handle it in accordance with this guidance, or have it sampled and analyzed by a DLS certified laboratory.

Material that contains 1% or more asbestos as determined by a laboratory using EPA-approved analytical methods is regulated by MassDEP as an ACM. You can hire an asbestos consultant or laboratory to collect a sample and have it analyzed. You also may collect the sample yourself and bring it to a certified laboratory for analysis. (Note that you may need to take several samples over the length of the pipe to ensure that you obtain representative samples and did not only test a repaired section that has been replaced with a newer, non-asbestos material.) Before collecting samples, consult with the laboratory on how to safely collect the sample and how large the sample needs to be. DLS licenses and certifies asbestos testing laboratories and other types of asbestos professionals. Visit DLS’s website at <http://www.mass.gov/lwd/labor-standards/asbestos-program/license-lists/> or call DLS at 617-626-6960 for a list of certified asbestos laboratories.

**3. Does MassDEP have to be notified prior to beginning an asbestos cement pipe removal or repair project?**

Yes, the owner/operator of a facility containing asbestos cement pipes must notify MassDEP ten working days before removing or repairing asbestos cement pipes. Notification is required no matter who is doing the removal/repair or how much asbestos cement pipe is being removed or repaired. Please note that notification is required for repairs of asbestos cement pipe using tools that are considered “non-destructive” or “fail-safe” such as metal compression patches, wet tapping, etc. (See response to Question number 4 below for how to satisfy the notification requirement in the case of an emergency situation.)

**4. We have an emergency and the pipe(s) need to be repaired immediately. Can we make the necessary repairs prior to submitting notification to MassDEP?**

Yes, if MassDEP grants you an “emergency waiver.” Work can be performed right away by calling the appropriate regional MassDEP office and obtaining an emergency waiver of the ten (10) working day waiting period (see response to

question number 27 for the telephone numbers for the asbestos program in each MassDEP regional office).

If the emergency occurs after business hours or on a weekend, leave a detailed message including your contact information on voice mail for the MassDEP asbestos inspector's voice mail and proceed with the repairs as detailed in this document. You should then follow up with MassDEP on the following business day. You will still be required to submit an asbestos notification form ANF-001/BWP AQ-04 within 24 hours of the removal.

In addition, you can conduct the work without the required ten working day notification period if you have a MassDEP approved asbestos blanket notification. Information regarding asbestos blanket notifications may be found under the heading "BWP AQ 05 - Application for Asbestos Blanket - Form and Guidance" at the following link: <http://www.mass.gov/eea/agencies/massdep/service/approvals/bwp-aq-05.html>.

**5. Is there a notification form I should use?**

Notification for asbestos cement pipe removal must be made by completing and submitting to MassDEP the MassDEP-approved Asbestos Notification Form ANF-001 (also known as BWP AQ-04). The Asbestos Notification Form is available on MassDEP's web site at <http://www.mass.gov/eea/agencies/massdep/service/approvals/bwp-aq-04-anf-001.html>. The easiest way to file an asbestos notification is to file it online via MassDEP's website. See question number 10 below.

**6. When must the notification be submitted?**

The regulations require that the notification must be submitted at least ten working days in advance of the start of the asbestos cement pipe removal project. "Working days" do not include Saturdays, Sundays, or any day that MassDEP offices are closed for business, such as legal holidays.

**7. When does the ten working day waiting period begin and end?**

If you file electronically through eDEP, your 10 working day waiting period will start when you submit your form, and you will receive an automatic notification that the submittal was received.

If you file a paper notification form, your 10 working day waiting period starts on the day on which the submittal was postmarked or the day on which it was hand-delivered to MassDEP (by you or by a delivery service).

Please note that you must start work on the “start date” and end on the “end date” you indicate on the ANF-001. If you change the start date, you must revise your notification prior to the original start date indicated and allow for a full ten-day waiting period prior to the revised start date. If you need to start work sooner than ten days before the revised start date, call the MassDEP regional office to request an emergency waiver of the ten-day waiting period. (See MassDEP contact information found at FAQ no. 27.) If you start and end work on the dates indicated in the original notification, but work intermittently within that period, that does not require a revision - simply notify the MassDEP regional office which days will not be performing work.

**8. Will I be notified when I can begin the work?**

No. Unless MassDEP contacts you with a statement of deficiencies about your notification, you can begin work on the "project start date" you specified on the Asbestos Notification Form ANF-001. When completing the ANF-001, be sure that the "project start date" falls after the 10 working day waiting period.

MassDEP recommends that you keep a copy of the completed ANF-001 that you file online or, if you file a paper copy, a copy that shows the number on the notification decal sticker you attached to the notification form prior to submitting the form to MassDEP.

**9. Is a fee required for filing an asbestos notification?**

The notification fee required by MassDEP regulations (310 CMR 4.00: Timely Action Schedule and Fee Provisions) for asbestos removal is \$100 per notification. A notification revision requires re-filing the notification and payment of a \$35 fee.

Please note: owners of owner-occupied residential properties with four or fewer units, cities, towns, counties, districts of the Commonwealth, municipal housing authorities, federally recognized Indian tribe housing authorities, state agencies and the MBTA are not subject to the asbestos notification fee. However, state agencies are subject to fees greater than \$100 (e.g., the \$200 Blanket Notification Approval application fee).

**10. How do I submit the ANF-001 to the MassDEP?**

There are two ways to submit an Asbestos Notification Form ANF-001:

Electronic Filing: File the ANF-001 online via MassDEP’s website. If you have not already done so, register online with eDEP Online Filing: <http://www.mass.gov/dep/service/compliance>. Select “New User” and complete the required steps. It should take no more than five minutes to complete the registration process, and you can begin online filing of your notifications right away. Filing through eDEP will ensure that your submitted form is complete, and you will receive an automatic message indicating that your notification has been accepted.

May 22, 2015 Update

Paper Filing: When the ANF-001 is completely filled out, and the appropriate decal is affixed to the form (see below), use regular, certified or U.S. Postal Service Express mail, or a private mail or overnight service, to send the form to:

MassDEP  
P.O. Box 4062  
Boston, MA 02211

Forms are picked up from this P.O. Box every working day.

Please note: If you file a paper form, please be aware that MassDEP will return it if it is found to be incomplete, and your notification will not be valid until a completed form is re-submitted.

When filing online via eDEP, you will pay the fee online using a credit card. Notifications for jobs by an entity that is exempt from the fee may also be filed online.

Paper filers can pay the fee in two ways: 1) by purchasing a notification fee decal from MassDEP and affixing the decal to the Asbestos Notification Form ANF-001 before submitting it, or 2) by sending a check with their notification form to the P.O. Box above.

For paper notifications that are exempt from the fee, an EXEMPT decal must be obtained from MassDEP and affixed to the notification form, or you must ensure that Question 3 in Section A asking if the project is fee-exempt is answered as "Yes."

Fee decals may only be purchased in person at the reception area on the second floor of MassDEP's office at One Winter Street, Boston. For fee-exempt asbestos abatement jobs, EXEMPT notification decals may be picked up (free of charge) at the reception area of MassDEP's office at One Winter Street, Boston or at any MassDEP regional office. (Note: the "Regional Office Lookup by City/Town" tool can be accessed at the following URL:  
<http://www.mass.gov/eea/agencies/massdep/about/contacts/>).

For decals requiring a payment, payment must be in the form of a check or money order made payable to "Commonwealth of Massachusetts." Cash and credit cards cannot be accepted.

Each notification decal contains a unique number that indicates that the fee has been paid.

**11. Do I need to notify other government agencies in addition to the MassDEP?**

You may be required to notify the local Building Department, Fire Department, or Board of Health in the city or town where the asbestos is being removed. Always contact local officials to ask what notification or permits are required. Submittal of a complete ANF-001 to MassDEP satisfies **state** (both MassDEP and MA DLS) and **federal** notification requirements (e.g., EPA Asbestos NESHAP) for projects that will remove or disturb asbestos-containing material.

**12. Do I need to hire an asbestos contractor to repair and/or remove asbestos cement pipe?**

DLS's regulation (453 CMR 6.00) establishes requirements for the use of contractors and other asbestos specialists who are licensed or certified by DLS. Please call DLS for all licensing and training questions. Contact information can be found in the response to Question 28 in the attached Frequently Asked Questions.

In lieu of hiring a DLS-licensed asbestos contractor, an owner or operator conducting asbestos abatement activity on underground asbestos cement piping may hire Contractors or other entities who have completed the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" course or a course similar in length and content reviewed and approved in writing by DLS, provided that the owner, operator and contractor comply with the provisions and procedures that are described in this guidance document.

**13. Can I crush the asbestos cement pipe in the trench and place new pipe over it?**

No, crushing an asbestos cement pipe and leaving it in the trench is prohibited under 310 CMR 7.15. Further, the EPA has determined that backfilling and burial of the crushed asbestos cement pipe would cause these locations to be considered active disposal sites and therefore subject to the "Standard for Active Waste Disposal Sites" (40 CFR 61.154).

**14. Can I "ream" or "pipe burst" new water supply pipe through existing asbestos cement pipe?**

No, this is not allowed because reaming or pipe bursting through an existing asbestos cement pipe would cause the existing asbestos cement pipe to become crushed and "friable" (see response to question number 13 above).

**15. What if the trench is filled with water which prevents the placement of polyethylene sheeting below the asbestos cement pipe (as required in Section IV.d. – Handling Practices)?**

If the trench is filled with water, the placement of polyethylene sheeting is not required, as stated in Section IV.d – Handling Practices. However, any visible debris must be managed in accordance with the requirements of Section IV.e. – Packaging, Labeling, Disposal and Record Retention and IV.f. – Visual Inspection Requirement.

**16. What should I do with the water in the trench?**

For work on the intact asbestos cement pipe(s), first try to pump the water out to a storm drain prior to any work. If there is substantial damage to the asbestos cement pipe and there are numerous pieces immersed in standing water, then the contaminated water should be pumped out and filtered through a 5 micron filter before the water is discharged.

**17. Am I required to remove asbestos cement pipe that will not be disturbed by repair or replacement activities?**

MassDEP only requires the removal of asbestos cement pipe that is exposed and will be disturbed during repair or replacement activities.

When a section of asbestos cement pipe is being repaired or replaced, the remaining portions of that pipeline are not required to be removed, provided that they are not exposed by excavation activity.

Additionally, if a section of asbestos cement pipe that is being actively used (e.g., a utility conduit) is exposed by excavation but will not be impacted by the repair or replacement work, it may be left in place and backfilled.

**18. Where can I obtain the packaging and labeling materials?**

The MassDEP-required asbestos warning labels and asbestos waste bags may be obtained from industrial supply houses, insulation supply houses, or may be purchased directly from licensed asbestos contractors. Polyethylene sheeting and duct tape are widely available from hardware, home supply and other stores.

**19. Can I store waste asbestos cement pipe?**

Asbestos cement pipe waste material that has been properly wetted, sealed and labeled can be temporarily stored for up to thirty (30) days at a secured location on property owned or controlled by the owner or operator of the utility system or at the place of business of the company/contractor removing asbestos-cement pipe from its site of origin. The storage location must be secured (e.g., storage in a locked fenced-

in area) and maintained in accordance with all federal, state and local requirements. Contact local officials to determine if temporary storage of asbestos cement pipes is allowed in your municipality.

**20. Can I store unused “virgin” asbestos cement pipe?**

Unused (i.e. “virgin”) asbestos cement pipe that is still suitable for use is not considered an ACWM, and is therefore not subject to the ACWM storage limitations. Measures should be taken to ensure that stored virgin asbestos cement pipe does not become deteriorated by constant exposure to the elements. If virgin asbestos cement pipe deteriorates so that it is no longer suitable for use, then it would be considered ACWM and subject to all the applicable packaging, labeling, storage and disposal requirements at 310 CMR 7.15(15) – (18).

**21. Can I dispose of the asbestos cement pipes with my other solid waste?**

No. The asbestos cement pipes must be managed as a “Special Waste” (requiring proper packaging, labeling, and disposal) and in Massachusetts may only be disposed of at a facility that is permitted to accept ACWM under 310 CMR 19.061 (“Special Waste” regulation).

**22. How can I find a place to dispose of the asbestos cement pipes?**

The best option is to hire a waste hauler or asbestos contractor to transport the asbestos cement pipes to a disposal facility. Many waste haulers and asbestos contractors are familiar with various disposal facilities and frequently transport wastes to facilities permitted to accept ACWM.

You also can contact a landfill directly and arrange to transport the waste to the landfill yourself. ACWM can only be disposed at a solid waste landfill permitted to accept “Special Waste”, which in Massachusetts must be operated in accordance with regulatory requirements specified at 310 CMR 19.061, or in another state, in accordance with the relevant “Special Waste” permit requirements. You should contact the facility in advance of transporting ACWM for disposal.

ACWM may not be sent to an incinerator or to a construction and demolition (C&D) debris processing facility in Massachusetts. Likewise, no Massachusetts transfer stations are permitted to accept ACWM.

**23. How do I find an asbestos waste hauler?**

Asbestos waste haulers may be located by using any available internet search engine or by looking this topic up in the Yellow Pages. Try entering/looking under topics such as "rubbish," “waste” or "asbestos." Any firm hauling ACWM must be



registered with the Federal Highway Administration's Motor Carrier Division. Call the nearest regional MassDEP office for additional help.

**24. Can I transport the waste asbestos cement pipes myself?**

Waste asbestos cement pipe that has been packaged and labeled in accordance with Section IV.e. – Packaging, Labeling, Disposal and Record Retention, may be transported in a covered truck, trailer or van to a secured, temporary storage location at property owned or controlled by the pipe owner or operator or at the place of business of the company/contractor that removed the asbestos-cement pipe from the excavation, as outlined in question 19. If a van is used, the waste asbestos cement pipe should be transported in a compartment separate from the driver or passenger seats. A pickup truck bed should be covered with an impermeable tarpaulin cover and secured so that it does not allow the accumulation of rain water. The waste containers should not be loaded above the side rails in any truck or trailer.

**25. Is there any paperwork required for transporting the waste asbestos cement pipes?**

Yes. 310 CMR 7.15(18): Waste Shipment Records and Reports requires that an asbestos Waste Shipment Record (WSR) document each shipment of ACWM. Waste hauling companies and/or asbestos removal companies can supply WSR forms. (A template for the WSR form is available on the MassDEP website at: <http://www.mass.gov/eea/agencies/massdep/air/programs/asbestos.html>) The WSR must be signed by each company or person involved with removal, transportation and disposal of the ACWM, including the facility owner or “generator” of the asbestos. The asbestos removal contractor may sign on behalf of the owner.

Pursuant to 310 CMR 7.15(18), if a completed copy of the WSR, signed by the disposal facility to acknowledge receipt of the waste shipment, is not received back by the generator within 35 days of the initial shipment, the generator must contact the transporter or disposal facility to determine the status of the waste shipment. This section of the regulation also requires a generator to notify the MassDEP regional office in writing if the generator does not receive a signed copy of the WSR from the disposal facility within 45 days of the date of shipment. The generator, the transporter, and the disposal facility must each retain a copy of the WSR signed by all the parties for at least two years. You do not need to send a completed copy of the WSR to any regulatory agency, but MassDEP may request a copy of the WSR from any of the parties in the event of an inspection.

Additionally, transportation of asbestos (which is designated as a hazardous material for transportation) is regulated by the U.S. Department of Transportation (US DOT), which has established requirements for shipping documents, packaging, labeling, and vehicle placarding (49 CFR 173.1090): asbestos must be loaded, handled and unloaded in a manner that will minimize occupational exposure to airborne asbestos fibers released during transit. US DOT also requires that transporters carry

identification papers for all quantities of asbestos greater than 1 pound. The Massachusetts state police enforce this requirement.

**26. Does MassDEP have a document containing general information about asbestos?**

Yes. The “Asbestos Information and Resource Guide” is available on MassDEP’s website at <http://www.mass.gov/eea/agencies/massdep/air/programs/asbestos.html> under the heading “General Information.” The guide includes contact information for various government agencies responsible for asbestos, a list of regulations governing asbestos, and general information about asbestos and asbestos removal.

**27. How do I contact MassDEP for more information?**

For more information on asbestos or other environmental issues, please visit MassDEP’s website at [www.mass.gov/dep/about/contacts.htm](http://www.mass.gov/dep/about/contacts.htm) or contact the following MassDEP officials:

**Boston:**

For information about asbestos policy/regulation:

Mike Elliott – Asbestos Program Coordinator

Telephone: 617-292-5575 or e-mail: [michael.elliott@state.ma.us](mailto:michael.elliott@state.ma.us)

For information about filing asbestos notifications and fees:

Email [baw.edep@state.ma.us](mailto:baw.edep@state.ma.us) or call the Asbestos Hotline at 617-292-5766.

**Central Region**

Gregg Levins

Telephone: 508-767-2768 or e-mail: [gregory.levins@state.ma.us](mailto:gregory.levins@state.ma.us)

**Northeast Region**

John Macauley

Telephone: 978-694-3262 or e-mail: [john.macauley@state.ma.us](mailto:john.macauley@state.ma.us)

**Southeast Region**

Cynthia Baran

Telephone: 508-946-2887 or e-mail: [cynthia.baran@state.ma.us](mailto:cynthia.baran@state.ma.us)

Emergency Waiver Hotline: 508-946-2882

**Western Region**

Marc Simpson

Telephone: 413-755-2115 or e-mail: [marc.simpson@state.ma.us](mailto:marc.simpson@state.ma.us)

May 22, 2015 Update

**28. How do I contact Massachusetts DLS?**

For more information on Massachusetts DLS asbestos training, certification and/or licensing requirements, please contact:

Massachusetts Department of Labor Standards/Asbestos Program

Charles Hurley Building

19 Staniford Street, 2<sup>nd</sup> Floor

Boston, MA 02114

Telephone: 617-626-6960 Fax: 617-626-6965 Web Site: [www.mass.gov/dols](http://www.mass.gov/dols)

## Template A: Pre-Demolition/Renovation Survey Documentation

### 1. Project Location:

\_\_\_\_\_  
(Street address, GPS coordinates or other location identification)

City/Town: \_\_\_\_\_, MA

### 2. Pre-Demolition/Renovation Survey

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

MassDEP's asbestos regulation requires owners and operators (including contractors) to determine whether cement pipe in the utility conduit that will be disturbed contains asbestos. Please identify the information that was used to determine whether the pipe at this location contains asbestos by checking all applicable boxes:

☐ Accurate, up-to-date as-built plans or other utility network documents. Specify title and revision date of the as-built drawing or other documentation: \_\_\_\_\_

☐ Visual identification/ field observations of exposed pipe. Specify manufacturer's brand-label marking (e.g. "Johns-Manville Transite") or other features used to identify composition/source of pipe: \_\_\_\_\_

☐ I was physically present at the location described above and personally observed the pipe or pipe segment when it was exposed and before it was removed, replaced and/or repaired.

☐ Presumed that pipe contained asbestos.

☐ Collected representative samples that were analyzed at a certified laboratory.

Identify Laboratory and DLS certification number: \_\_\_\_\_

Date samples were collected: \_\_\_\_\_ Date of lab report: \_\_\_\_\_

Result of the analysis (% asbestos): \_\_\_\_\_

**Does the pipe (or pipe segment) that will be disturbed contain asbestos?** ☐ Yes ☐ No

**If "Yes", what is the MassDEP Asbestos Notification Number (ANF-001 Form)?** \_\_\_\_\_

### 3. Qualifications. Please check the applicable box:

☐ I have successfully completed the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" course approved by the Massachusetts Department of Labor Standards (DLS), or a course similar in length and content reviewed and approved in writing by DLS; or

☐ I am a DLS-certified Asbestos Inspector.

Name (please print): \_\_\_\_\_

Title/Company: \_\_\_\_\_

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

## Template B: Post-Abatement Visual Inspection Documentation

### 1. Project Location/Identification:

\_\_\_\_\_  
(Street address, GPS coordinates or other location identification)

City/Town: \_\_\_\_\_ MA

**MassDEP Asbestos Notification Number (ANF-001 Form):** \_\_\_\_\_

### 2. Post-Abatement Visual Inspection

Date of Visual Inspection: \_\_\_\_\_

When any repair/removal of an asbestos cement pipe or pipe segment is complete, a visual inspection must be done before the trench is backfilled to confirm that ALL of the following conditions have been met. Please check each condition below to document that the visual inspection confirmed:

☐ No visible debris was present in trench.

☐ No visible debris was present outside of the trench (e.g. in excavated soils and the immediately surrounding area).

☐ No visible contamination was seen on tools.

☐ All Asbestos Containing Waste Material has been removed from the area for proper disposal.

☐ I was physically present at the location described above and personally conducted this inspection while the pipe or pipe segment was exposed and before the trench was backfilled.

### 3. **Qualifications.** Please check the applicable box:

☐ I have successfully completed the "8 hour OSHA Class II Asbestos Training: Asbestos Cement Pipe (ACP) Worker Safety" approved by the Massachusetts Department of Labor Standards (DLS), or a course similar in length and content reviewed and approved in writing by DLS; or

☐ I am a DLS-certified Asbestos Project Monitor.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Company: \_\_\_\_\_

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

## SECTION 22 00 00

### INTERIOR PLUMBING

#### PART 1 - GENERAL

##### 1.01 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate Work with that of all other trades affecting or affected by Work of this Section. Cooperate with such trades to assure the steady progress of all Work under Contract.
- D. It is the intent of the Specifications and the Drawings to require that all the material, labor, and equipment be furnished complete in every respect, and that this Contractor shall provide all material, labor, and equipment needed and usually furnished in connection with such systems to provide a complete installation including all demolition, disposal, and patching of adjacent surfaces. Materials, equipment, and articles incorporated in the Work shall be new and of the best grade of their respective kinds.

##### 1.02 RELATED DOCUMENTS

- A. Include GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS and applicable parts of Division 01 as part of this Section.
- B. Examine all Project Specifications and Drawings for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under Contract.
- D. The following definitions apply to the Drawings and Specifications

1. Furnish: The term “furnish” is used to mean “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”
2. Install: The term “install” is used to describe operations at project site including actual “unloading, unpacking, rigging in place, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”
3. Provide: The term “provide” means to “furnish and install, complete and ready for intended use.”
4. Installer: An “installer” is the contractor or an entity engaged by the contractor, either as an employee, subcontractor, or sub-subcontractor for a performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
5. Contractor: The term “General Contractor” shall mean Plumbing Contractor.

#### 1.03 WORK INCLUDED

- A. Work in this section includes providing labor, materials, equipment and services necessary for a complete and safe installation in accordance with the Contract Documents and all applicable codes and authorities having jurisdiction.
- B. Building:
  1. Installation and removal of existing plumbing piping in crawl space are inclusive of but no limited to sanitary/vent piping, domestic hot water, cold water and return piping.
  2. Core drilling, patching and sealing of existing walls and floors.
  3. Complete balancing and testing of all plumbing systems.
  4. Furnish, set up and maintain all derricks, hoisting machinery, scaffolds, staging and planking as required for the work.
  5. Coordination with all existing conditions at the site.
  6. Connections to existing plumbing services.
- C. General
  1. Cleanouts
  2. Sleeves, inserts, hangers and accessories
  3. Pipe identification tags
  4. Valves
  5. Fire-safing at piping and sleeves
  6. Cleaning, testing and balancing
  7. Cutting and patching
  8. Access panels

9. Supplementary steel for piping and equipment supports
10. Operating and maintenance manuals
11. Guarantee
12. Shop drawings and reproducible record drawings
13. Complete coordination drawings
14. Necessary supervision and coordination information to any other trades involved in the construction, to accommodate space, support or service requirements for equipment and piping provided under this Section of the Specifications.
15. All materials and labor necessary for installation and operation of equipment, furnished by others, requiring plumbing services and/or work that would fall under the jurisdiction or review of the plumbing inspector.
16. Cutting and Patching as outlined in this section.
17. Demolition of existing sanitary piping

D. Scope Requirements

1. It is the intent of this project that all existing sanitary/vent, hot water, cold water and hot water return piping shall be replaced in their entirety. Points of connection shall be made to existing risers within the crawlspace.
2. The system is intended to be installed parallel to the existing. Each unit may be tied into the new system individually thus keeping disruption to the tenants to a minimum. The existing building is occupied and the contractor shall take extreme care to limit disruption to tenants as much as possible. Under no circumstances shall any tenant be kept without plumbing services after the end of a working day. All shut downs and "tie ins" shall be closely coordinated with the owner/engineer. All risers shall be provided with individual shut off valves and check valves to prevent cross flow. No work affecting tenants shall commence without the prior approval of the owner.

1.04 RELATED WORK AND REQUIREMENTS

- A. Principal classes of work related to the work of this Section are listed below, and are specified to be performed under the indicated sections of the Specifications. Refer to the indicated sections for description of the extent and nature of the indicated work, and for coordination with related trades. This listing may not include all related work items, and it is the responsibility of the contractor to fully coordinate the work of this Section with that of all other trades.

1. Section 02070 – SELECTIVE DEMOLITION

1.05 REFERENCES



- A. For products or workmanship specified by association, trade, or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as the Bid date, except when a specific date is specified.
- C. Schedule of References:
  - 1. ANSI American National Standards
  - 2. ASME American Society of Mechanical Engineers
  - 3. ASTM American Society for Testing and Materials
  - 4. AWWA American Water Works Association
  - 5. FM Factory Mutual System
  - 6. IEEE Institute of Electrical & Electronics Engineers
  - 7. CISPI Cast Iron Soil Pipe Institute
  - 8. PDI Plumbing and Drainage Institute
  - 9. NEMA National Electrical Manufacturer's Association
  - 10. NFPA National Fire Protection Association
  - 11. UL Underwriters' Laboratories, Inc.
  - 12. OSHA Occupational Safety and Health Administration
  - 13. MSS Manufacturers Standardization Society

#### 1.06 SUBMITTALS

- A. Conform to the requirements of the submittals section for schedule and form of all submittals. Coordinate this submittal with submittals for all other finishes.
- B. Materials List: Before purchasing materials for the work, submit to the Architect/Engineer a complete list showing (1) the materials specified, and (2) the equivalent materials proposed for use, including description of product, if the Plumbing Contractor desires to use materials other than those specified.
  - 1. All materials shall be approved by the Architect/Engineer before commitment for materials is made. Intention of using specified materials shall not relieve the Contractor from submitting the items listed herein.
- C. Proposed Products List:
  - 1. Hangers and Supports
  - 2. Insulation
  - 3. Valves
  - 4. Piping, Fittings, Unions and Couplings
  - 5. Access Panels
  - 6. Cleanouts

## 7. Plumbing Coordination Drawings

- D. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.
- E. Mark dimensions and values in units to match those specified.
- F. Submit Material Safety Data Sheets (MSD) on each product with submittal.

### 1.07 CODES, ORDINANCES, AND PERMITS

- A. Installation of systems and equipment provided under this section shall be done in strict accordance with the Massachusetts State Building and Plumbing Codes, with local supplements, Department of Environmental Protection Agency, NFPA, Massachusetts Architectural Access Board and any and all state and local requirements of the Authority Having Jurisdiction.
- B. All materials and installation provided under this Contract shall be approved for use in the State of Massachusetts, and done in strict accordance with the Massachusetts State Plumbing Code and NFPA.
- C. Give all notices, file all plans, obtain all permits, pay all fees, and licenses and obtain all necessary approvals from authorities having jurisdiction. Deliver all certificates of inspection to the authorities having jurisdiction. No work shall be covered before examination and approval by Architect/Engineer, inspectors, and authorities having jurisdiction. Replace imperfect or condemned work conforming to requirements, satisfactory to Architect, and without extra cost to the Owner. If work is covered before due inspection and approval, the installing contractors shall pay costs of uncovering and reinstalling the covering, whether it meets contract requirements or not.

### 1.08 SEQUENCING AND SCHEDULING

- A. Construct work in sequence under provisions of Division 01.

### 1.09 RECORD DRAWINGS

- A. Refer to DIVISION 01, of the Specifications for record drawings and procedures to be provided under this section.

### 1.10 JURISDICTIONAL DISPUTES

- A. In order to avoid any jurisdictional disputes and work stoppage that could arise during the completion of the work shown on the Drawings or as specified herein, the Plumbing Contractor will be held responsible for subletting any work shown or specified herein, but not classified as plumbing work.

### 1.11 COORDINATION AND RESPONSIBILITY

- A. The structure and its appurtenances, clearances and the related services, such as heating, ventilation and electric service have been planned to be legal, adequate and suitable for the installation of equipment specified under this section. The Owner will not assume any increase in cost caused by differing requirements peculiar to a particular make or type of equipment, and any incidental cost shall be borne by the Contractor. He shall be responsible for the proper location of his required sleeves, chases, inserts, etc., and see that they are set in the forms before the concrete is poured. He shall be responsible for his work and equipment furnished and installed by him until the completion and final acceptance of this contract, and he shall replace any work which may be damaged, lost or stolen, without additional cost to the Owner.
- B. Where the Plumbing Contractor proposes to use an item of material or equipment other than that shown or specified in the Contract Documents, he shall assume the cost of and entire responsibility for any change in his work from the work as shown or specified occasioned by approval of such item. In addition, the Plumbing Contractor shall make all such arrangements and assume all cost occasioned by changes in the work of other trades that may be required in order to install the approved substitution; such changes shall not be a matter for subsequent Change Order increasing the Contract Sum.
- C. The contractor shall be responsible for visiting the site and reviewing the drawings to become familiar with the scope of work and the existing conditions. The contractor shall coordinate with all trades and all existing conditions prior to the commencement of work, in order to insure that no interferences occur with other trades or with existing conditions, and to insure that the work of this section will fit into the space.

### 1.12 PROTECTION OF WORK AND PROPERTY

- A. The Plumbing Contractor shall be responsible for the care and protection of all work included under this Section until it has been tested and accepted.
- B. Protect all equipment and materials from damage from all causes including theft. All materials and equipment damaged or stolen shall be repaired or replaced with equal material or equipment.
- C. Protect all equipment, outlets and openings with temporary plugs, caps and covers. Protect work and materials of other trades from damage that might be caused by work or workmen under this Section and make good damage thus caused.

### 1.13 SAFETY PRECAUTIONS

- A. Life safety shall be a primary consideration. The contractor shall provide all required and prudent material, labor and equipment to comply with applicable safety regulations. Further, the Plumbing Contractor shall similarly provide all material, labor and equipment to comply with reasonable or generally accepted safety precautions as directed by the Owner or the Architect.
- B. Comply with all of the safety requirements of OSHA throughout the entire construction period of the project.
- C. Furnish, place and maintain proper guards for prevention of accidents and any other necessary construction required to secure safety of life and property.
- D. Perform work only in areas of the building as approved by the Owner or his representative. Personnel and equipment access to the site, laydown areas, parking areas and areas of work shall only be as designated and allowed by the Owner.
- E. Also refer to Division 01, Safety Requirements.

#### 1.14 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. It is the intention of the Specifications and Drawings to call for complete, finished work, tested and ready for continuous operation. Any apparatus, appliance, material or work not shown on the Drawings, but mentioned in the Specifications or vice-versa, or any incidental accessories necessary to make the work complete in all respects and ready for operation, even if not particularly specified, shall be provided by the Plumbing Contractor without additional expense to the Owner.
- B. The Drawings are generally diagrammatic. The locations of all items that are not definitely fixed by dimensions are approximate only. The exact locations must be determined at the project and shall have the approval of the Architect before being installed. The Plumbing Contractor shall follow Drawings, including his shop drawings, in laying out work and shall check the Drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions. Where space conditions appear inadequate, notify the Architect before proceeding with the installation. The Plumbing Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.
- C. Refer to the Plumbing plans and coordinate location of all plumbing equipment and piping.
- D. Size of pipes and methods of running them are shown, but it is not intended to show every offset and fitting, nor every structural difficulty that may be

encountered. To carry out the true intent and purpose of the Drawings, all necessary parts to make complete approved working systems ready for use, shall be furnished without extra charge. All work shall be installed in such a manner as to avoid being unsightly.

- E. Should it appear that there is a real or an apparent discrepancy between the drawings and specification, it shall be assumed that the Plumbing Contractor based his bid on doing work in a more expensive manner.

#### 1.15 OPERATION AND MAINTENANCE MANUALS

- A. Prepare and submit maintenance and operating manuals as described in, PROJECT CLOSEOUT, section of specifications. Submit six (6) complete sets of operation and maintenance manuals. Submit a separate CD with scanned copies of the Maintenance & Operations Manuals. The contractor shall also provide a separate CD with scanned copies of the Maintenance & Operational Manuals.
- B. Table of Contents:
  - 1. Introduction
    - a. Explanation of Manual and its use.
    - b. Description of Piping Systems.
  - 2. System Operation
  - 3. Maintenance
    - a. Recommended List of Spare Parts: Furnish two (2) typed sets of instructions for ordering spare parts with sectional views of the fittings or equipment showing parts numbered or labeled to facilitate ordering replacements. Each set shall include a list with itemized prices of those parts recommended to be kept on hand as spares, as well as the name and address of where they may be obtained.
  - 4. Manufacturer's Literature:
    - a. All items as listed under Submittals.

#### 1.16 UNDERWRITERS LABEL AND LISTING

- A. All electrical apparatus furnished under this Section shall be approved by UL and shall be labeled or listed where such is applicable. Where custom-built equipment is specified and the UL label or listing is not applicable to the completed product, all components used in the construction of such equipment shall be labeled or listed by UL where such is applicable to the component.

#### 1.17 CUTTING AND PATCHING

- A. All cutting and patching necessary for the proper installation of work to be performed under this Section and subsections shall be performed by the Plumbing Sub-Contractor. All cutting and patching associated with demolition work necessary for the installation of work under this section shall be by the General Contractor.
- B. All work shall be fully coordinated with all phases of construction, in order to minimize the requirements for cutting and patching.
- C. The Plumbing Contractor shall form all chases or openings for the installation of his own work, or shall cut the same in existing work and shall see that all sleeves or forms are in the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of the proper size and shape and shall consult with the Architect and the Contractors or Contractors concerned in reference to this work. In so doing, he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the approval of the Architect/Engineer.
- D. The Plumbing Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to match the adjacent surfaces and to the entire satisfaction of the Architect/Engineer.
- E. The Plumbing Contractor shall fill and patch all openings or holes left in the existing structures by the removal of existing equipment by himself.
- F. All of this work shall be carefully done by workmen competent to do such work and with the proper and smallest tools applicable.
- G. Any cost caused by defective or ill-timed work shall be borne by the Plumbing Contractor responsible therefore.
- H. Provide all cutting and patching work required for installation of materials and equipment under this section of the specifications, in such a manner so as to leave the work complete and in a condition that matches the corresponding area.

- I. When, in order to accommodate the work required under this section of the specifications, finished materials of other trades must be cut or fitted, furnish the necessary drawings and information to the trades whose materials must be cut or fitted.
- J. Do all required drilling and cutting of holes in concrete walls and floors for the installation of sleeves and supports provided under this section of the specification.
- K. After installation of pipe lines, the Contractor shall neatly patch, repair, and replace work where damaged, removed or altered for pipe line installation. This work shall be similar and equal in quality to the work removed or damaged, unless otherwise shown or specified. Such work shall include patching of masonry work, and wherever any such patching work is indicated on drawings or otherwise required.
- L. The fire resistance rating of floors, walls, and ceilings shall be maintained. UL listed firestopping shall be installed in accordance with manufacturer's written instructions. Firestopping shall be performed in strict conformance with Division 07.

#### 1.18 GUARANTEE

- A. Submit manufacturer's standard replacement warranties for material and equipment furnished under this Section. Such warranties shall be in addition to and not in lieu of all liabilities which the manufacturer and Contractor may have by law or by provisions of the Contract Documents. All warranties shall be submitted prior to Final Payment.
- B. All materials, equipment and work furnished under this Section shall be guaranteed against all defects in materials and workmanship for a minimum period of one (1) year commencing with the date of Substantial Completion. Any failure due to defective material, equipment or workmanship which may develop shall be corrected at no expense to the Owner including all damage to areas, materials and other systems resulting from such failures.
- C. Guarantee that all elements of each system meet the specified performance requirements as set forth herein or as indicated on the Drawings.
- D. Upon receipt of notice from the Owner of the failure of any part of the systems during the guarantee period, the affected parts shall be replaced. Any equipment requiring excessive service shall be considered defective and shall be replaced.

#### 1.19 OBTAINING INFORMATION

- A. Obtain from the manufacturer the proper method of installation and connection of the equipment that is to be furnished and installed. Obtain all information that is necessary to facilitate the work and to complete the project.

#### 1.20 GIVING INFORMATION

- A. Keep fully informed as to the size and shape and location of all openings required for all apparatus and give full information to all other Contractors. Furnish all supports required for installation of apparatus herein specified.

#### 1.21 COOPERATION AND COORDINATION WITH OTHER TRADES

- A. The work shall be so performed that the progress of the entire building construction including all other trades shall not be delayed nor interfered with. Materials and apparatus shall be installed as fast as conditions of the building will permit and must be installed promptly when and as desired.
- B. Confer with all other trades relative to location of all apparatus and equipment to be installed and select locations so as not to conflict with work of other Sections. Any conflicts shall be referred immediately to the Architect/Engineer for decision to prevent delay in installation of work. All work and materials placed in violation of this clause shall be readjusted to the Architect's satisfaction, at no expense to the Owner.
- C. Where work of this section will be installed in close proximity to work of other sections or where there is evidence that the work of this section will interfere with work of other sections, assist in working out space conditions to make satisfactory adjustment. Prepare and submit for approval 3/8 inch scale or larger working drawings and sections, clearly showing how this work is to be installed in relation to the work of other sections. If the work of this section is installed before coordinating with other trades or so as to cause interference with work of other trades, make changes necessary to protect conditions without extra charge.
- D. Keep fully informed as to the shape, size and position of all openings required for all apparatus and give information in advance to build openings into the work. Furnish and set in place all sleeves, pockets, supports and incidentals.
- E. All distribution systems which require pitch or slope such as storm and sanitary drains and water piping shall have the right of way over those which do not. Confer with other trades as to the location of pipes, ducts, lights and apparatus and install work to avoid interferences.
- F. The Plumbing Contractor shall, with the approval of the Architect and without extra charge, make reasonable modifications in his work as required by normal



structural interferences, or by interference with work of other trades, or for proper execution of the work.

- G. The Plumbing Contractor shall protect all materials and work of other trades from damage that may be caused by his work and shall make good any damages so caused.
- H. This contractor shall submit Requests for Information (RFI's) regarding the work of this section in accordance with the provisions of Division 01.

#### 1.22 MATERIAL AND EQUIPMENT STANDARDS

- A. All equipment and material must be approved by the Architect/Engineer prior to use. Substitutions may be offered for review provided the material, equipment or process offered for consideration is equal in every respect to that indicated or specified and only if the term "approved equal" appears. The request for each substitution must be accompanied by complete specifications together with drawings or samples to properly appraise the materials, equipment or process.
- B. If a substitution of materials or equipment in whole or in part is made, the Plumbing Contractor shall bear the cost of any changes necessitated by any other trade as a result of said substitution.
- C. All materials, equipment and accessories provided under this section shall be new and unused products of recognized manufacturers as approved by the Massachusetts State Board of Plumbers and Gas Fitters.

#### 1.23 CERTIFICATES OF APPROVAL

- A. Upon completion of all work, furnish, in duplicate, certificates of inspections from the manufacturers stating that authorized factory engineers have inspected and tested the operation of their respective equipment and found same to be in satisfactory operating condition.

#### 1.24 SUPERVISION

- A. Supply the service of an experienced and competent supervisor who shall be in charge of the plumbing work at the site.

#### 1.25 DELIVERY, STORAGE AND HANDLING

- A. All manufactured materials shall be delivered to the site in original packages or containers bearing the manufacturer's labels and product identification.
- B. Protect materials against dampness. Store off floors, under cover, and adequately protected from damage.

- C. Deliver products to site and store and protect same under the provisions of Division 01.
- D. Thoroughly inspect all plumbing equipment and materials upon receipt at the job site for damage and correctness.

#### 1.26 ACCESSIBILITY

- A. All work shall be installed so that parts requiring inspection, operation, maintenance and repair are readily accessible. Minor deviations from the drawings may be made to accomplish this, but changes of substantial magnitude shall not be made prior to written approval from the Architect.

#### 1.27 ACCESS PANELS

- A. Furnish access panels for walls and ceilings at locations indicated on drawings or as required to permit access for adjustment, removal, replacement and servicing of all concealed plumbing equipment requiring access and all other items requiring maintenance and adjustment. In addition to where indicated on this Drawing, access doors shall be required for access to each concealed piping system isolation valve. Access panels shall be in strict conformance with Division 08. All access panels shall be submitted to the Architect for approval.
- B. Installation shall be by the General Contractor.
- C. All access panels shall be located and positioned so that the equipment can be easily reached, and the size shall be sufficient for this purpose (min. 24" x 24").

#### 1.28 SLEEVES, INSERTS, ANCHOR BOLTS, AND PLATES

- A. Be responsible for the location of and the maintaining in proper position all sleeves, inserts and anchor bolts supplied and/or set in place. In the event that failure to do so requires cutting and patching of finished work, it shall be done at this Contractor's expense without any additional cost to the Owner.
- B. Sleeves passing through fire walls and fire-rated floors and barriers, shall be made tight using approved caulking or fireproofing materials as necessary. Fire rated material shall be UL listed and shall match the rating of the wall, floor or barrier penetrated.
- C. The fire resistance rating of floors, walls, and ceilings shall be maintained. UL listed firestopping shall be installed in accordance with manufacturer's written instructions.

#### 1.29 SUPPLEMENTARY STEEL, CHANNELS AND SUPPORTS

- A. Provide all supplementary steel, channels and supports required for the proper installation, mounting and support of all plumbing equipment, piping, etc., required by the Specifications.
- B. Supplementary steel and channels shall be firmly connected to building construction in a manner approved by the Architect/Engineer.
- C. The type and size of the supporting channels and supplementary steel shall be determined by the Plumbing Contractor and shall be of sufficient strength and size to allow only a minimum deflection in conformance with the manufacturer's requirements for loading.

#### 1.30 DEFINITIONS

- A. As used in this Section, the following items are understood to have the following meaning:
  - 1. Work shall mean all labor, materials, equipment, apparatus, controls, accessories and all other items required for a proper and complete installation.
  - 2. Concealed shall mean hidden from sight in chases, furred-in spaces, shafts, hung ceilings, embedded in construction or in a crawl space.
  - 3. Exposed shall mean not installed underground or concealed as defined above.
  - 4. Provide shall mean furnish and install.
  - 5. Contractor shall mean plumbing sub-contractor.

#### 1.31 HOISTING, SCAFFOLDING AND PLANKING

- A. The work to be done under this Section of the Specifications shall include the furnishing, set-up and maintenance of all derricks, hoisting machinery, scaffolds, staging and planking as required for the work.

#### 1.32 COORDINATION

- A. Work shall be performed in cooperation with other trades on the project and so scheduled as to allow speedy and efficient completion of the project.
- B. Furnish to all other trades advance information on location and size of all equipment, frames, boxes, sleeves, and openings needed for the work under this section of the specifications, and also furnish layout information and shop drawings necessary to permit trades affected by the work under this section of the specifications to install their work properly coordinated and without delay.

- C. Where there is evidence that work installed under this section of the specifications interferes with the work of other trades, assist in working out space conditions to make satisfactory adjustments.
- D. With the approval of the Architect/Engineer and without extra cost to the Owner, make reasonable modifications in work specified under this section of the specifications required to coordinate with normal structural interferences, lights, diffusers, and ductwork or for proper execution of specified work.
- E. If work is installed before coordinating with other trades so as to cause interference with the work of such trades, make all necessary changes in work under this section of the specifications at no additional cost to the Contract.
- F. Protect all materials and work of other trades from damage that may be caused by the work required under this section of the specifications and be responsible for repairing any damages caused by such work without any additional cost to the Contract.
- G. Where work of this section will be installed in close proximity to work of other sections or where there is evidence that the work of this section will interfere with work of other sections or existing conditions, assist in working out space conditions to make satisfactory adjustment. Prepare and submit for approval 3/8 inch scale or larger working drawings and sections, clearly showing how this work is to be installed in relation to the work of other sections. If the work of this section is installed before coordinating with other trades or so to cause interference with work of other trades, make changes necessary to protect conditions without extra charge.
- H. The plumbing contractor shall carefully coordinate with all existing conditions at the site while preparing the coordination drawings. All work shown on the plumbing contractor's coordination drawings shall be fully coordinated with all existing conditions at the site to insure that all work shall fit in the spaces. Contractor shall be responsible for compiling a full set of coordination drawings. The plumbing contractor shall make reasonable changes to the contract drawings in order to accommodate existing conditions without extra charge.

### 1.33 COORDINATION DRAWINGS

- A. General: General Contractor shall prepare and provide one accurately scaled set of building "base sheets" in CAD format for production of Coordination Drawings. The Coordination Drawings shall at not less than at 1/8" for all areas. General Contractor shall establish CAD layer standards for each trade and shall be responsible for distribution to each trade. The sequence of Coordination Drawings shall be Contractor-Structural-HVAC-Electrical-Plumbing-Fire Protection-Contractor. Upon review and approval of coordination drawings, the

General Contractor shall provide a complete set to the owner on 4 mil reproducible mylar and electronic files in CAD format.

B. The Contractor shall coordinate all HVAC, plumbing, electrical, structural and fire protection work with that of each trade in order to:

1. Avoid interferences between general construction, mechanical, electrical, structural and other specialty trades.
2. Maintain clearances and advise other trades of clearance requirements for operation, repair, removal and testing of mechanical equipment.
3. Indicate aisle ways and access ways required on coordinated shop drawings for mechanical equipment rooms, electrical rooms.
4. Coordinate location of sleeves and inserts.
5. Coordinate installation sequence.

C. Plumbing Coordination Drawings

1. The Plumbing Sub-Contractor shall prepare Coordination Drawings showing all work to be installed as part of Section 22 00 00. The Plumbing Coordination Drawings shall show all equipment, work, pipes, sleeves, inserts, and supports.
2. The Plumbing Sub-Contractor, after showing all of the Plumbing work, shall forward the reproducible coordination drawings to the General Contractor.
3. The Plumbing Sub-Contractor shall attend a series of meetings arranged by the Engineer to resolve any real or apparent interferences or conflicts with the work of the other contractors or with ceiling heights shown on the drawings.
4. The Plumbing Sub-Contractor shall then make adjustments to his work on the Coordination Drawings to resolve any real or apparent interferences or conflicts and forward to the Contractor.
5. After any real or apparent interferences and conflicts have been incorporated into the Coordination Drawings, the General Contractor shall prepare the final Coordination Drawings and submit to the Engineer.
6. The Plumbing Sub-Contractor shall not install any of his work prior to the preparation of the final Coordination Drawings. If Plumbing work proceeds prior to the final Coordination Drawings, any change to the Plumbing work to correct the interferences and conflicts which result will be made by the Plumbing Sub-Contractor at no additional cost to the Owner.
7. Coordination Drawings are for the Plumbing Sub-Contractor's and Architect's use during construction and shall not be construed as replacing any shop, "as-built", or Record Drawings required elsewhere in these Contract Documents.
8. Review of Coordination Drawings shall not relieve the Plumbing Sub-Contractor from his overall responsibility for coordination of all work

performed pursuant to the Contract or from any other requirements of the Contract.

## PART 2 - PRODUCTS

### 2.01 PIPE, FITTINGS AND JOINTS

- A. Piping and fittings shall conform to the latest ANSI, ASTM, and NFPA and AWWA Standards including latest amendments and shall be in conformance with state and local plumbing codes, material standards.
- B. Each length of pipe, each pipe fitting, trap, materials and/or device used in the respective system shall have cast, stamped or indelibly marked on it, the maker's name or mark, weight and quality of the product when such marking is required by the approved standard that applies.
- C. Sanitary (Waste and Vent) Piping:
  - 1. Above ground piping up to 2½" size shall be DWV copper with solder joint type drainage fittings.
  - 2. Above ground piping to the first fitting below ground, 3" thru 6" size shall be cast iron, no-hub type coated, with 4 band, heavy duty, stainless steel, coupling.
  - 3. Below ground piping shall be hub and spigot, service weight, coated cast iron with neoprene gasket type push-on joints
  - 4. Above ground and below ground piping may be PVC schedule 40 piping and fittings. PVC shall not be used in any commercial or non-dwelling areas. Fittings shall be solvent welded Joint for PVC to PVC connections, and threaded fittings for connections to piping of other materials. Sleeving for PVC piping systems through floors, walls, and fire rated barriers shall be in strict accordance with the Massachusetts State Plumbing Code. Thermal Expansion of all PVC piping systems shall be accounted for and expansion joints shall be provided at every other branch interval, and on all horizontal runs exceeding 20 feet. Connection of PVC systems shall be made to the cast iron piping systems with lead and oakum joints as required by Massachusetts State Plumbing Code. PVC piping shall be supported as follows: Pipe diameters of 1½" or less at 3-foot intervals, Pipe diameters of 2" and larger at 4-foot intervals, Vertical piping shall be supported at each story height but not more than ten-foot intervals. All supports shall permit expansion and contraction of the pipe without binding. Horizontal piping shall be supported at each change of direction. PVC piping shall be marked on two (opposite) sides by the manufacturer in accordance with the Massachusetts State Plumbing Code. PVC shall not be used for vent piping underground. Where closet connections penetrate fire-walls, sanitary bends and connecting piping between water closets and riser fittings shall

be acceptable metal material. PVC piping shall not be used in any plenum spaces. Care should be taken to coordinate all plenum spaces prior to construction. NO PVC SHALL BE USED IN A PLENUM SPACE NO EXCEPTION. PVC piping may be used for the Apartment buildings only. Shall not be used for commercial areas.

5. All PVC pipe used for the plumbing vents thru the roofs shall be black in color. White PVC pipe shall not be used for vents thru the roofs.

D. Water Piping

1. Interior above ground domestic cold and hot water supply system piping shall be Type "L" hard drawn copper tubing with wrought copper, 95-5, solder joint sweat fittings. Exposed water piping at fixtures in finished areas, unless otherwise noted, shall be chromed plated (C.P.) nickel finish. All piping below ground shall be type "K" copper with wrought copper fittings and silver solder joints, or as approved by the Massachusetts State Plumbing Code. This shall apply in the apartment buildings as required by the State Plumbing Code.
2. Exterior buried cold water 3" and larger shall be ductile iron, cement lined Class 52 with mechanical joints and retainer glands. All pipe and fittings buried in the ground shall be encased in loose 8 mil. Thick polyethylene film sleeve in compliance with ANSI A21.5. The fire protection piping shall be carried to 18" above the finish floor. All work associated with the fire protection main shall be performed by a sprinkler contractor licensed and experienced in the state of Massachusetts in sprinkler systems installation.
3. All exterior, buried, water service piping shall be provided with a warning tape installed 12" directly above the water line.
4. Above ground only may be CPVC pipe and fittings for hot and cold-water distribution in the dwelling portions only. CPVC shall not be used in any commercial or non-dwelling areas. All piping, fittings, supports shall be in strict accordance with the manufacturer's recommendations and with the Massachusetts State Building Code. CPVC shall not be allowed for use in the cold-water mains or risers. CPVC shall not be allowed for use within 24 inches of any connection to a hot water heater. CPVC piping shall not be used in any noncombustible plenum spaces. ALL transition fittings between copper and CPVC tubing shall be made with Sioux Chief CPVC transition fittings using hub type socket connections. Valves shall be brass; no plastic valves will be accepted. In no case shall threaded transition fittings between CPVC and copper tubing shall not be allowed. All CPVC shall be tested for flammable and/or bacterial elements compounds and flush accordingly. Contractor shall transmit a certified water test to the Owner & Engineer prior to project closeout. ONLY CPVC THAT IS SPECIFICALLY RATED FOR PLENUM APPLICATIONS SHALL BE USED.

#### E. Unions and Flanges

1. Unless otherwise specified herein, unions for copper and brass piping two inches and smaller shall be 125 pounds (steam working pressure) brass ground joint type. Larger than 2 inches in diameter shall be 150 pounds flat faced brass flanges conforming to ANSI Standard B16.24. Flanges shall have copper clad steel bolts and nuts and 1/16-inch minimum thickness red rubber full faced gaskets. Unions and Flanges shall be furnished and installed as required by the State Plumbing Code.
2. Where brass flanges and ferrous flanges are to be joined, ferrous flanges shall be full faced.
3. Mating of ferrous and non ferrous flanges shall be separated with rubber gaskets (1/16-inch minimum thickness) and teflon liners installed in the bolt holes. Bolt holes shall be drilled to receive the teflon liners. Physical contact between the ferrous and non ferrous flanges including the bolts, nuts, and washers will not be permitted.

#### F. Nipples

1. Close and shoulder nipples shall be of corresponding materials as specified for the respective piping system and shall be extra heavy.

#### G. Joints

1. Joints, in cast iron piping up to 6" size above ground, shall be made using a code approved mechanical compression type coupling consisting of a neoprene collar, stainless steel coupling with stainless steel bolts and nuts all assembled to provide seal.
2. Joints, in cast iron pipe 8" and larger above ground and below ground, shall be all Hub and Spigot push on compression type conforming to ASTM C564 70.
3. Joints in copper tubing, except as otherwise specified herein shall be made according to manufacturer's specifications using sweat fittings and 95 5 tin/antimony solder and non corrosive flux.
4. Steel, copper and brass pipe and fittings with threaded ends shall have IPS threads cut clean and true and in conformance with the ANSI Specifications B2 1 for taper threads.
5. Joints between steel or copper, and cast iron shall be made with Adaptor Fittings screwed or soldered onto the pipe and connected to or inserted into the cast iron pipe hub.
6. Connections between earthenware of any fixture and flanges in soil and waste piping shall be made absolutely gas and watertight with closet setting compounds and gaskets which must be absolutely gas, watertight, and stain proof, containing neither oil nor asphaltum and which will not rot,



harden or dry under any extreme climatic change, and must adhere on wet surface.

7. Joints in PVC piping and CPVC piping shall be in strict accordance with the Massachusetts State Plumbing Code. ALL transition fittings between copper and CPVC tubing shall be made with Sioux Chief CPVC transition fittings using hub type socket connections. In no case shall threaded transition fittings between CPVC and copper tubing shall not be allowed. This shall include transitions for individual plumbing fixture supplies between lavatories, showers, water closets, sinks and any plumbing fixture requiring a transition from the CPVC water distribution system to individual fixture supplies of a different pipe material other than CPVC.

## 2.02 PIPING, EQUIPMENT AND VALVE IDENTIFICATION

### A. General:

1. All pipe markers, bands, valve tags and equipment identification plates shall be as manufactured by W.H. Brady, Westline Products, Seton Nameplate Company or approved equal. Stenciling of the piping will not be permitted. Pipe markers, bands and flow arrows shall be pressure adhesive, snap-on, acrylic or vinyl type.

### B. Piping:

1. Name of the service, taken from drawing legend, shall be printed in black letters, not less than 1¼ inches high for piping, including covering, 3 inches and larger and ¾ inch in height for piping 2½ inches and smaller.
2. Arrows and color band background shall conform to Massachusetts State Plumbing Code for all domestic and protected water systems. Legends, arrows and colors shall conform to ANSI Standard A13.1 covering "Identification of Piping Systems" for all other systems.

### C. Equipment:

1. Nameplates shall be made of black surface white core laminated bakelite with indented letters.
2. Nameplate shall be a minimum of 3 inches wide by 1.5 inches high and bear the equipment name as designated in these Specifications.
3. Equipment identification designations shall be from equipment schedules as indicated on the drawings or specified herein.

### D. Valve Tags:

1. All valves on pipes of the water distribution system with the exception of c.p. stops at fixtures shall have neat, circular brass valve tags of at least 1.5

inches in diameter, attached with brass hook to each valve stem. Stamp on these valve tags in letters as large as practical the number of the valve and the service such as "H.W.", "C.W.", for hot water, cold water, respectively. The numbers of each service shall be consecutive.

2. All valves on equipment, tanks and pumps shall be numbered by 3-inch diameter red metal discs with white numbers 2-inch-high secured to stem of valves by means of brass hooks or small solid link brass chain.

## 2.03 VALVES

### A. General:

1. Valves used for throttling of the flow shall be butterfly type with memory stop. Ball valves shall not be acceptable on hot water return piping.
2. Shut off valves in the interior domestic water systems, 2 inch and smaller shall be 600-pound, full port, WOG ball valves with stainless steel ball and stem; 2.5 inch and larger shall be 200-pound Working Pressure butterfly valves with stainless steel stem and disc. Shut off valve immediately on discharge and incoming side of water meter, 2½" and 3" shall be 300-pound WOG rising stem gate valve; 4" and larger shall be iron body, bronze mounted O S & Y gate 200-pound WOG.
3. Check valves shall be 125-pound class for domestic water.
4. Valves shall be provided with Buna N, TFE or EPDM seats suitable for the service intended.
5. The pressure classification for valves specified herein is working steam or water, oil, natural gas (WOG) pressure ratings.
6. Lever handles on all valves shall be color coded in conformance with ANSI Standard A 13.1.

### B. Valves in the interior domestic water piping systems (cold water and hot water) shall be as manufactured by Conbraco, Apollo, and/or Milwaukee. Manufacturer's model numbers used herein are intended as a guide to quality and type of valve to be provided.

1. Ball valves, 2 inches and smaller: bronze body, solder ends, Apollo 77-100/200 series, TFE seats, lever handle.
2. Butterfly valves, 2.5 inches and larger: Apollo lug type model 143, cast iron body, EPDM or Buna-N seat, 10 position lever handle.
3. Gate valves shall be Nibco T/S134 up to 3" size and F-617-0 for piping 4" and larger.
4. Check valves, 3 inches and smaller: Conbraco 61 series, bronze body, stainless steel spring, RTFE ball check.
5. Drain valves: Apollo 78 100 series ¾ inch all bronze hose end ball valve with cap and chain, provide Conbraco hose end vacuum breaker.

6. Strainers: Conbraco 59 series, bronze body, threaded or solder ends to suit, stainless steel screen, 400-pound WOG
- C. Hose Bibbs and Wall Hydrants shall be Woodford, J. R. Smith, Zurn, Chicago Brass or equal. Manufacturer's model numbers used herein are intended as a guide to quality and type of valve to be provided.
  1. Hose Bibbs (H.B.) shall be equal to the following:
    - a. Woodford Model 24P-1/2
      - 1) Hose bibbs shall be installed on cold water service, a minimum of 12" above finished floor for reasons of accessibility, and shall be provided with ¾" threaded, hose end vacuum breakers.
  2. Wall Hydrants (W.H.) shall be equal to the following
    - a. (W.H.) Woodford model 65 with model 34HA hose end vacuum breaker. Wall hydrants shall be of the self draining, non-freeze type.

#### 2.04 HANGERS AND SUPPORTS

- A. Hangers shall be installed, as required, to meet code compliance as to location/spacing and Manufacturer's Standardization Society (MSS) Standard Practice Bulletins SP-58 & 69.
- B. Hanger material shall be compatible with piping materials with which it comes into contact.
- C. Hangers shall be installed, in addition to the above, at all changes of direction (horizontal and vertical), valves and equipment connections. Hangers shall be located so that their removal is not required to service, assemble or remove equipment.
- D. Horizontal runs may use band hangers up to 4" size. Piping larger than 4" shall be provided with clevis type.
- E. Vertical support shall be by means of riser clamps (anchors with split ring type allowable up to 2" size only) and adjustable pipe support with flange anchored to floor.
- F. Where three or more pipes are running parallel to each other, factory fabricated gang pipe hangers with pipe saddle clips or rollers may be used in lieu of the hereinbefore specified hangers. These hangers shall be sized to provide for

insulation protectors as hereinafter specified. Pipe saddle clips shall be not less than 16-gauge metal and shall be copper when installed with un-insulated copper piping. Where pipe rollers are provided for insulated copper piping, insulation protectors shall be provided at each set of rollers and filled with a section of heavy density fiberglass pipe covering.

- G. Insulation protectors (shields) for horizontal piping shall be constructed of galvanized steel formed to a 180-degree arc and 12 inches long, 18 gauge for hangers 5 inches in size and smaller, 16 gauge for hangers larger than 5 inches in size.
- H. Exposed rods, clamps and hangers shall be electro galvanized coated.
- I. Valve and piping supports, from the floor, shall be adjustable pipe support and complete with pipe standard and flange, anchored to floor.
  - 1. Supports shall be installed at each control valve, riser tee or elbow and where any unsupported section exceeds 4'-0" in length measured along piping centerline and within 4'-0" off floor.
- J. Hangers for PVC piping shall have a bearing width of at least  $\frac{3}{4}$ " or more and shall be spaced per the Massachusetts Plumbing Code.

## 2.05 SLEEVES AND ESCUTCHEONS

- A. All pipes passing through rated floors, walls, or partitions shall be provided with sleeves having an internal diameter with a minimum of one inch larger than the outside diameter of the pipe or insulation on covered lines.
- B. Sleeves through outside walls (if required) shall be Schedule 40 galvanized steel pipe with a 150-pound galvanized steel slip on welding flanges, welded at the center of the sleeve and shall be painted with one coat of bitumastic paint, inside and outside.
- C. Sleeves through masonry floors and interior masonry walls shall be Schedule 40, black, steel pipe. Sleeves through interior non-masonry walls or partitions shall be 22-gauge galvanized sheet steel.
- D. The sleeves through outside walls and slab on grade (if required) shall be provided with pipe to wall penetration closures. Seals shall be mechanical type of interlocking rubber links shaped to fill space between pipe and sleeve. Links shall be assembled with bolts to form a belt around the pipe with pressure plate under each bolt head and nut. After seal assembly is positioned, tightening of bolts will provide watertight seal. This Contractor shall determine the required inside diameter of each individual sleeve before ordering, fabricating or installing. The

inside diameter of each sleeve shall be sized as recommended by the manufacturer to fit the pipe and to assure a watertight joint.

- E. Sleeves through walls shall terminate flush with face of wall. Sleeves through floor walls shall terminate 1" above finished floor.
- F. Required fire resistance of floors and walls shall be maintained where penetrations occur. Fire stopping at sleeves shall be installed per manufacturer recommendations. Fire stopping material shall be UL listed for the service and fire rating. Provide asbestos-free firestopping material capable of maintaining an effective barrier against flame, gases, and temperature. Provide noncombustible firestopping that is nontoxic to human beings during installation or during fire conditions. Devices and equipment for firestopping service shall be UL FRD listed or FM P7825 approved for use with applicable construction, and penetrating items.
  - 1. Fire Hazard Classification:
    - a. Material shall have a flame spread of 25 or less, a smoke developed rating of 50 or less when tested in accordance with UL 723 or UL listed and accepted.
  - 2. Firestopping Rating:
    - a. Firestopping materials shall be UL FRD listed or FM P7825 approved for "F" and "T" ratings at least equal to fire-rating of fire wall or floor in which penetrated openings are to be protected, except that "F" and "T" ratings may be 3 hours for firestopping in through-penetrations of 4-hour fire rated wall or floor.
- G. Escutcheons shall be provided with a set screw to properly hold escutcheon in place and provided at all exposed floor and wall penetrations. Escutcheons on C.P. piping shall be chrome plated.
- H. Sleeves for PVC piping passing thru floors and walls shall be in strict accordance with the Massachusetts State Plumbing Code. PVC piping passing through fire rated barriers shall be enclosed in a closefitting metal sleeve extending 20 inches on each side of the wall, floor or barrier. The sleeve shall be 18 gauge or heavier. The space between the sleeve and the wall or floor opening shall be fire-stopped by packing with acceptable non-combustible filler.

## 2.06 PIPE COVERING

- A. General: The pipe covering specified herein for piping system shall be provided in strict accordance with the manufacturer's printed instructions, the best practice of the trade and to the full intent of this specification.

1. The sealers, tapes, adhesives and mastics used in conjunction with the installation of the pipe covering specified herein shall possess the maximum possible fire safe qualities available and shall be of a type approved by Factory Mutual, Factory Insurance Association or National Fire Protection Association.
2. Valves, fittings, flanges and accessories shall have the same thickness of pipe covering applied as the adjacent pipe. Pipe covering for these items shall be factory PVC molded type (Zeston).
3. Longitudinal seams and butt joint shall be sealed with a fire retardant, vapor barrier adhesive.

B. Cold Water, Hot Water, and Non-Potable Water System Piping:

1. All cold water, hot water, and hot water return piping shall be closed cell elastomeric foam rated for outdoor use, and 1" thick regardless of pipe size. Similar to AP ArmaFlex or equal. Insulation shall be continuous through sleeves.

C. Insulation at hangers shall be protected with sheet metal saddles.

## 2.07 CLEANOUTS

- A. Bodies of cleanout ferrules in hub and spigot or no hub piping shall be standard pipe size conforming in thickness to that required for pipe and fittings, and shall extend not less than  $\frac{3}{4}$  inch high. Cleanouts in copper waste piping shall be soldered brass cleanout fittings with extra heavy brass screw plugs of the same size as the pipe line. Cleanouts in threaded waste piping shall be cast iron drainage "T" pattern 90-degree branch fittings with extra heavy brass screw plugs of the same size as the pipe. Plastic cleanout plugs shall not be allowed except where used in plastic piping.
- B. Floor cleanouts shall be J.R. Smith, Zurn, or Wade, equal to J.R. Smith 4020 series in sizes up to 4", piping larger than 4" size and up to a maximum of 8" size, shall be provided with JR Smith 4100 series in all areas but those with carpet. Areas with carpet shall be provided with recessed covers and markers.
1. All floor cleanout locations shall be approved by the architect PRIOR to any installation of any underground plumbing work. The plumbing contractor shall prepare a scaled drawing showing the locations of all floor cleanouts on the first-floor levels of each building. The floor cleanout locations shall be dimensioned to show the exact location of each floor cleanout. This drawing shall be submitted by the plumbing contractor to the architect and shall be approved by the architect prior to the installation of any underground piping.

- C. Exterior cleanouts to grade shall be same as for interior floor cleanouts and shall be encased in concrete at a minimum of 6" beyond the greatest outside dimension and a minimum of 6" depth. Top of cleanout shall be set ½" above finished grade and concrete collar shall be shaped to finished grade.

## 2.08 SEISMIC RESTRAINT

- A. Seismic restraint shall be installed in accordance with Massachusetts State Building Code, latest edition
  - 1. Maximum distance between braces in the lateral direction shall be 30 feet for piping 2" and smaller and 40' for piping 2½" and larger.
  - 2. Maximum distances between braces in the longitudinal direction shall be 80 feet.
  - 3. Tops of risers shall be provided with 4-way braces.
  - 4. Flexible couplings shall be provided within 12" of floor and wall non-frangible penetrations and within 24" of all building expansion joints.
  - 5. Hangers closest to the sway bracing shall be installed with an extended rod to the piping to resist upward movement of the piping.
  - 6. Lateral sway bracing shall not be required on piping supported with rods less than 6" long.
  - 7. Seismic bracing for lateral and longitudinal bracing may be of the splayed wire (tension type), or pipe and fixed hanger (tension/compression type), and shall be complete with manufacturer's recommended sizing, locations, and calculations. One system only (tension or compression / tension) shall be installed.
  - 8. C clamps for attachment to the building structure must be provided with retaining straps.
  - 9. 4-Way bracing may be of the splayed wire type or fixed angle brace with U bolt.

## PART 3 - EXECUTION

### 3.01 IDENTIFICATION

- A. All equipment and each length of pipe fitting, trap, fixture, control panel, starter, and device used in the systems shall have a permanently attached nameplate or be cast, stamped or indelibly marked with the manufacture's mark or name, the weight, type and class. The nameplates shall be kept clean and readable at all times.
- B. Piping:

1. Furnish and affix approved adhesive bands identifying the service and direction of flow of each piping system installed under this Section of the Specifications.
2. Identification shall be provided on all piping that is exposed as well as all in concealed locations such as shafts, and above removable ceilings in which piping may be viewed.
3. Each set shall consist of one band on which the name of the service is printed and one band on which is printed a black directional arrow.
4. Bands shall be applied where they can be easily read from the finished floor below, with their long dimension parallel to the axis of the pipe.
5. Bands shall be applied only after any finish painting is completed.
6. In general, the piping of each system shall be identified in the following locations and the piping designation shall be taken from the legend as indicated on the drawings.
  - a. Pipe mains and branches every 25 feet in all accessible open areas and ten feet apart in congested areas.
  - b. At each side of valves and pipe tees.
  - c. Each wall penetration (both sides).
  - d. At each piece of equipment.
  - e. At each floor, above and below ceilings, on exposed risers and drops.

C. Equipment:

1. Each item of equipment including controls, not provided with a manufacturer's nameplate shall be identified by this Contractor with a permanently attached nameplate.
2. Equipment marking shall be prominently located on each normally visible side of equipment. Equipment intended for installation in finished areas shall have markings located behind normally used access panels mounted so as to be readily found.
3. Nameplates, catalog numbers and rating identification shall be securely attached to electrical and mechanical equipment with screws or rivets. Adhesives or cements will not be permitted.

D. Valve Tags:

1. Valve tags shall be circular 1½" diameter, brass tags with ¼" letters and ½" numbers, black filled and attached by means of brass "S" hooks and brass chain.
2. Valve numbers and legend on valve tags shall correspond to numbers indicated on the Record Drawings and valve list. Legend shall be taken from Contract Drawings Legend.



E. Valve Charts and Lists:

1. Provide to the Owner through the Architect, two printed detailed valve number lists. These printed lists shall state the numbers and location of each valve and the fixture or group of fixtures which it controls, and other necessary information, such as requiring the opening or closing of another valve or valves, when any one valve is to be opened and closed.
2. These printed lists shall be prepared in form to meet approval of the Architect and shall be framed under glass.

3.02 TESTING

A. General

1. All labor, materials, instruments, devices and power required for testing shall be provided by this Contractor. The tests shall be performed in the presence and to the satisfaction of the Architect and such other parties, as may have legal jurisdiction. No piping in any location shall be closed up, furred in, or covered before testing.
2. Where portions of piping systems are to be covered or concealed before completion of the project, those portions shall be tested separately in the manner specified herein for the respective entire system.
3. Any piping or equipment that has been left unprotected and subject to mechanical or other injury in the opinion of the Architect shall be retested in part or in whole as directed.
4. The Architect retains the right to request a recheck or resetting of any pump or instrument by this contractor during the guarantee period at no additional cost to the Contractor.
5. Repair, or if directed by the Architect, replace any defective work with new work without extra charge to the Contract. Repeat tests as directed, until the work is proven to meet the requirements specified herein.
6. Restore to its finished condition any work, damaged or disturbed, provided by other contractors and engage the original contractor to do the work of restoration to the damaged or disturbed work.
7. The fixtures shall be tested for stability of support and satisfactory operation. The piping shall be tested when directed by the Engineer for stability.
8. After the fixtures are set and connected, and the piping systems to same have been tested, this contractor shall turn water on the fixtures, and equipment, fill the traps, etc., and the proper operation of all items shall be demonstrated by him in the presence of and to the satisfaction of the Architect/Engineer or their designated representatives.
9. Caulking of screwed joints or holes in piping will not be acceptable.

10. This Contractor shall notify the Architect and any inspectors having jurisdiction, a minimum of 48 hours in advance of making any required tests so that arrangements may be made for their presence to witness his scheduled tests.

**B. Specific:**

1. Sanitary (Waste and Vent) Piping Systems:

- a. Before the installation of fixtures, and equipment each system including vents shall have all necessary openings plugged to permit the entire system to be filled with water to the level of the vent stack or roof drain of each system above the roof where practical. Each system shall hold this water for four hours without a drop-in water level.
- b. Where a portion of the system is to be tested, the test shall be conducted in the same manner as specified herein for the entire system, except a vertical sack ten feet above the highest horizontal line to be tested may be installed, and filled with water to maintain sufficient pressure. A pump may be used to supply the required pressure. The pressure shall be maintained for a minimum of four hours for sufficient time to permit inspection of all joints.

2. Cold, Hot, and Non-Potable Water Piping Systems:

- a. Upon completion of the roughing in and before setting fixtures and final connection to all equipment, all water piping systems shall be tested to a hydrostatic pressure of 150 PSIG.
- b. Each system's test shall be maintained for eight hours without a drop-in pressure.
- c. After testing, provide complete adjustment of all parts of each water system until design distribution or balancing is obtained throughout.

### 3.03 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Prior to completion of the Contract, provide field operating instructions to the Owner's designated representative with respect to operation functions and maintenance procedures for the equipment and systems installed.
- B. All equipment provided under this Section of the Specifications shall be placed in operation and shall function continuously in an operation test for a period of one week, without shut down due to mechanical failure.

- C. Prior to scheduling the project final inspection and after completion of the entire installation period, provide all work required to adjust all controls, hot water systems balancing and all maintenance to place the systems in operation to meet the requirements of this Section of the Specifications and Contract Documents.
- D. Provide to the Owner through the Engineer, six (6) complete sets of operating, service, maintenance instruction manuals containing replacement data for the equipment which will require operating, maintenance or replacement and one copy of this literature shall be available during the instruction of the operating personnel while the others are checked for completeness by the Architect.
- E. Sufficient advance notice shall be given to the Owner's designated operating personnel for the specific instruction period. Upon completion of instruction, obtain from the representative(s) written verification that the above-mentioned instruction has been performed. Such verification shall be forwarded to the Owner through the Architect.
- F. Each copy of the approved operating and maintenance manual shall contain copies of approved shop drawings, equipment literature, cuts, bulletins performance charts, pump curves, details, equipment and engineering data sheets and typewritten instructions relative to the care and maintenance for the operation of the equipment, all properly indexed and bound in a hard back three ring binder. Flysheets shall be placed before instructions covering each section. The instruction sheets shall be in 8 1/2 inches by 11 inches with large sheets of drawings folded in neatly. Each manual shall have the following minimum contents:
  - 1. Table of Contents
  - 2. Maintenance
    - a. Maintenance and lubricating instructions
    - b. Replacement charts
    - c. Preventive maintenance recommendations
    - d. Trouble shooting charts for equipment components
    - e. Testing instructions for each typical components
    - f. System draining and filling instructions
    - g. Two typed sets of charts indicating equipment tag number, location of equipment, specific equipment service, greasing and lubricating requirements as recommended lubricant type and intervals of lubrication.
    - h. Two types sets of instructions for ordering spare parts. Each set shall include name, telephone number and address of where they may be obtained.

- 3. Manufacturer's Literature

- a. The equipment for which shop drawings have been submitted and approved.
- b. Wiring diagrams
- c. Installation drawings
- d. Manufacturer's representative and contract information
- e. Guarantees

### 3.04 DISINFECTION, CLEANING, AND ADJUSTING

#### A. Disinfection:

1. Each potable water system (cold, and hot, and hot water return) shall be cleaned and disinfected by this Contractor. Cleaning and disinfection shall be performed after all pipes, valves, fixtures and other components of the system are installed, tested and ready for operation.
2. Contractor shall fully insure Owner that all flammable compounds have been properly purged. Contractor shall not only test for bacteria but flammable compounds as well. The project shall not be deemed complete until satisfactory results are achieved.
3. All domestic water piping shall be thoroughly flushed with clean potable water, prior to disinfection, to remove dirt and other contaminants. Screens of faucets shall be removed before flushing and re installed after completion of disinfection.
4. Disinfection shall be done using sodium hypochlorite in the following manner:
  - a. A service cock shall be provided and located at the water service entrance. The disinfecting agent shall be injected into and through the system from this cock only.
  - b. The disinfecting agent shall be injected by a proportioning pump or device through the service cock slowly and continuously at an even rate. During disinfection, flow of disinfecting agent into main water supply shall not be permitted.
  - c. All sectional valves shall be opened during disinfection. All outlets shall be fully opened at least twice during injection and the residual checked with orthotolidin solution.
  - d. When the chlorine residual concentration, calculated on the volume of water the piping will contain, indicates not less than 50 PPM (parts per million) at all outlets, then all valves shall be closed and secured.
  - e. The residual chlorine shall be retained in the piping systems for a period of not less than 24 hours.

- f. After the retention, the residual shall be not less than five parts per million. If less, then the process shall be repeated as described above.
    - g. If satisfactory, then all fixtures shall be flushed with clean potable water until residual chlorine by orthotolidin tests shall not be greater than the incoming water supply (this may be zero).
  - 5. All work and certification of performance shall be performed by approved applicators or qualified personnel with chemical and laboratory experience. Certification of performance shall indicate:
    - a. Name and location of the job and date when disinfection was performed.
    - b. Material used for disinfection.
    - c. Retention period of disinfectant in piping system.
    - d. PPM chlorine during retention.
    - e. PPM chlorine after flushing.
    - f. Statement that disinfection was performed as specified.
    - g. Signature and address of company/person performing disinfection.
  - 6. Upon completion of final flushing (after retention period), this Contractor shall obtain a minimum of one water sample from each hot and cold-water line and submit samples to a State approved laboratory. Samples shall be taken from the faucets located at highest floor and furthest from meter or main water supply. The laboratory report shall show the following:
    - a. Name and address of approved laboratory testing the samples.
    - b. Name and location of job and date the samples were obtained.
    - c. The coliform organism count. (An acceptable test shall show absence of coliform organisms.)
  - 7. If analysis does not satisfy the above minimum requirements, the disinfection procedure shall be repeated.
  - 8. Before acceptance of the systems, this Contractor shall submit to the Architect for his review, three (3) copies of Certification of Performance as specified above.
  - 9. Under no circumstances shall this Contractor permit the use of any portion of domestic water system until properly disinfected, flushed and certified.
- B. Cleaning and Adjusting:
  - 1. At the completion of the work, all parts of the installation shall be thoroughly cleaned. All equipment, pipe, valves and fittings shall be cleaned of grease, metal cuttings and sludge which may have accumulated by operation of the system for testing.

2. Any stoppage or discoloration or other damage to parts of the building, its finish, or furnishings, due to this Contractor's failure to properly clean the piping system shall be repaired by this Contractor at no increase in Contract costs.
3. At the completion of the work, all water systems shall be adjusted for quiet operation.
4. All automatic control devices shall be adjusted for proper operation.
5. All plumbing fixtures and exposed metal work shall be adjusted for proper operation. Floor drain strainers and traps shall be cleaned of all debris.
6. All items of equipment shall be thoroughly inspected and any items dented, scratched or otherwise damaged in any manner shall be replaced or repaired and painted to match the original finish. All items so repaired and refinished shall be brought to the attention of the Architect for inspection and approval.

### 3.05 SPECIAL TOOLS

- A. Provide any and all special tools, recommended by the manufacturer of items furnished, noted as not being commonly available.

### 3.06 CERTIFICATES OF APPROVAL

- A. Upon completion of the work, furnish to the Owner through the Architect, in duplicate, certificates of inspection and/or approval from state and local inspection authorities having jurisdiction indicating the installed systems compliance to their requirements.

### 3.07 QUIET OPERATION

- A. All work provided under this Section of the Specifications shall operate under conditions of load without sound or vibration, which is abnormally objectionable for such equipment in the opinion of the Architect. In case of moving machinery, sound or vibration noticeable outside of the room in which it is installed, or annoyingly noticeable inside its own room will be considered objectionable shall be corrected in an approved manner by this Contractor at no change in Contract amount.

### 3.08 SYSTEMS

- A. Sanitary Drainage Piping (Interior)
  1. Although the trenching and backfilling will be performed under another Section of the Specifications, this Contractor will be responsible for the proper execution of this work and shall do all hand trimming of trench bottoms. All piping must be laid on good foundation with solid uniform

- bearing through the entire length. The bottom of all trenches shall be rounded so that half of the circumference of the pipes will rest firmly on compacted sand at proper line and grade. Hub holes shall be dug to insure pipe resting for its entire length upon the bottom of the trench.
2. This Contractor shall be responsible for checking each pipe for alignment, centerline elevation and invert grade for underground installations.
  3. At times when work is not in progress, open ends of pipe and fittings shall be securely closed so that no trench water, earth or other substance will enter the pipe or fittings. Pipe laid through rock excavation shall rest on a six-inch layer of well-compacted sand.
  4. The Sanitary (waste and vent), drainage piping three inches and smaller in diameter shall pitch a minimum of  $\frac{1}{4}$  inch per foot, and piping four inches and larger in diameter shall pitch a minimum of  $\frac{1}{8}$  inch per foot.
  5. The vent stacks shall be connected as shown and extended through the roof a minimum of 18 inches. Waste and vent pipes unless shall be concealed unless otherwise noted.
  6. Branch connections to each drainage system shall be made with "Wye" and long turn "Tee Wye" fittings. Installation of short radius  $\frac{1}{4}$  bends, common offsets; double hub fittings and saddles will not be approved. Only fittings conforming to the Code shall be installed.
  7. The changes in direction of each drainage system shall be made with "Wye" branches and  $\frac{1}{8}$  bends. Provide long sweep bends at bottom of stacks with a vertical cleanout just above the floor at places where a "Wye" and  $\frac{1}{8}$  bends at bottom of stacks and end cleanouts cannot be installed.
  8. Every fixture shall be separately trapped and the traps must be vented unless an approved battery or wet vented system is being installed. Floor drains shall be considered as a fixture.
  9. Vents shall be connected to the discharge of each trap in the sanitary system, thence carried individually to a point above the flood level of the fixture before connecting with any other vent pipes. Pitch the branch vents back to the fixtures.
  10. Collect individual vent pipe together in branch vent lines and connect to vent stacks. Wherever possible, vent stack offsets shall be made with 45-degree fittings. The vents passing through the roof shall be a minimum size of four inches in diameter.
  11. Cleanouts shall be provided in drainage piping at changes in directions, at foot of stacks or other required points so that all portions of the lines will be readily accessible for cleaning or rodding out.
  12. Cleanouts shall be of the same size as the pipe installed in up to four inches in diameter and not less than four inches in diameter for piping larger than four inches in diameter.
  13. The maximum horizontal distance between cleanouts; in piping four inches in diameter and smaller shall not be more than 50 feet apart; in piping five inches in diameter and larger shall not be more than 100 feet apart.

14. Traps on sanitary piping not integral with fixtures and in accessible locations shall be provided with a brass trap screw protected by the water seal, and will be regarded as a cleanout.
15. Test tees with brass cleanout plugs shall be provided at the foot of all vertical waste drainage stacks and at each floor. Wherever cleanouts on vertical lines occur concealed behind finished walls, they shall be extended to back of finished wall and a wall plate shall be provided.

B. Sanitary (Exterior):

1. All pipes shall be accurately laid to lines and elevations shown on the drawing with particular care so that there are no sags in the slope and that a true and even surface is given to the invert. No pipe shall be covered with backfill until it has been approved by the Architect and the governing authorities and the local plumbing inspector.
2. Sewer pipe shall be laid in a straight line and to uniform rate of grade as shown on drawings. Each length shall be checked for line and grade before competing joint.
3. Pipe bedding shall be in accordance with the details as shown on the plans or in the absence of details; all pipe shall be installed on a 6" compacted sand bedding material.
4. Pipe joints and jointing material shall be made in accordance with the manufacturer's recommendations.
5. Promptly install all piping after the excavation or cutting of same has been done, with all openings to be left overnight or longer, closed tightly.
6. Excavation for all underground lines shall be kept open until the drainage systems or portions thereof have been inspected, tested and approved.
7. If an inspection of the completed sanitary gravity sewers or any part thereof shows any manholes, pipes, or joints which allow the infiltration of water, the defective work or material shall be replaced or repaired as directed by the Owner's Representative, Architect and/or Engineer.

C. Water Mains (Exterior):

1. Upon completion of the installation of each system, the Contractor shall inspect and test same in the presence of the City and Owner's Representative.
2. The Contractor shall provide all apparatus, labor, material and accessories required to perform all tests required by the local authority or these specifications.
3. In general, the water systems shall be tested with water to a hydrostatic pressure of 125 PSI. This pressure shall be maintained for a minimum of two hours or until the system or systems have been inspected for leaks and defects. If any leaks or defects are detected, they shall be remedied in an



approved manner and the system shall be retested in the manner specified herein.

4. Before testing the new underground main, the piping shall be flushed out with water.
5. The Contractor shall secure a Certificate of Approval for the system from the Local Water Department. Such Certificate of Approval shall be delivered to the Architect before final acceptance.
6. All pipe and fittings buried in the ground shall be encased in a loose 8 mil thick polyethylene film sleeve that complies with ANSI A21.5.
7. The complete installation shall be installed in accordance with the pipe manufacturer's recommendation and the requirements of AWWA C600 "Installation of Ductile Iron and Cast-Iron Pipe".

D. Cold and Hot Water Piping:

1. Vacuum breakers and/or backflow preventers shall be installed on supplies to each piece of equipment, and valved connection, as required, to prevent back siphonage and backflow.
2. Branch lines from water service or main lines shall be taken off the top or bottom of main, using such crossover fittings as may be required by structural or installation conditions. All water service pipes, fittings, and valves shall be kept a sufficient distance from other work and not less than one inch between coverings on the different services.
3. Water piping shall be run parallel and graded evenly to the drainage points. There shall be a minimum  $\frac{1}{2}$ " hose-end drain valve with hole-end vacuum breaker provided for each low point in the piping, so that all parts of each water system can be drawn off. Piping 2" and larger shall have a  $\frac{3}{4}$ " size drain valve.
4. Provide suitable means of thermal expansion for the hot water piping using swing joints, expansion loops and long turn offsets as required to suit building conditions.
5. All piping connections to equipment shall be provided with unions or flanges to permit convenient disassemble for alterations and repairs.
6. No piping shall be installed in a manner to permit back siphonage or backflow of any flow of water from the waste non-potable or process system into the domestic water systems or their distribution piping under any conditions. Approved backflow preventers shall be installed where cross-connections are required.
7. Where flanges are installed in the water systems, install red rubber gaskets between each pair of flanges.
8. Heating and/or bending of copper tubing to eliminate the installation of fittings will not be permitted (exception: flexible risers between fixture stop and kitchen/lavatory faucet).

9. Piping systems shall be kept clean during all phases of work. Open ends of incomplete piping shall be protected to prevent the entrance of foreign materials.
10. Pipe shall be cut accurately to measurements established at the site and shall be worked into place without springing or forcing.
11. Provide copper plated friction clamps on the cold-water supplies to each water closet and urinal flushometer. Friction clamp shall be firmly clamped to the pipe and shall be firmly attached to the adjacent wall structure.

### 3.09 PATCHING, REPLACEMENT AND MODIFICATION OF EXISTING WORK

- A. After installation of pipe lines, the Contractor shall neatly patch, repair, and replace existing work (work installed prior to plumbing work) where damaged, removed or altered for pipe line installation. This work shall be similar and equal in quality to the work removed or damaged, unless otherwise shown or specified. Such work shall include replacement of existing lines at points of connections to new lines, patching of masonry work, and wherever any such patching work is indicated on drawings or otherwise required.

### 3.10 GENERAL INSTALLATION REQUIREMENTS

- A. Piping Installation:
  1. Install piping approximately as shown on the drawings and as directed during installation by the General Contractor or the Architect.
  2. Piping shall be installed as straight and direct as possible forming right angles or parallel lines with building walls, other piping and neatly spaced.
  3. The horizontal runs of piping, except where concealed in partitions, shall be installed as high as possible.
  4. Piping or other apparatus shall not be installed in such a manner so as to interfere with the full swing of the doors and access to other equipment.
  5. The arrangement, positions and connections of pipes, fixtures, drains, valves, and the like, indicated on the drawings shall be followed as closely as possible, but the right is reserved by the General Contractor or the Architect to change locations and elevations to accommodate the work, without additional compensation for such change.
  6. It shall be possible to drain the water from all sections of each sprinkler cold, and hot water piping system. Pitch piping back to drain valves.
  7. Screwed piping of brass or chrome plated brass shall be made up with special care to avoid marring or damaging pipe and fitting exterior and interior surfaces.
  8. Small fittings shall be screwed up close to the shoulders of male threads. Lampwick, cord, wool, or any other similar material shall not be used to make up thread joints.

9. Screwed pipe and copper tubing shall be reamed smooth before installation.
10. All exposed piping in connection with fixtures and where exposed on finished walls or to view, shall be chrome plated. Where chrome plated piping is installed, cut and thread pipe so that no un-plated pipe threads are visible when the work is completed.
11. Reducing fittings, unless otherwise approved in special cases, shall be provided in making reduction in size of pipe.
12. Remove and replace with new materials, any copper or brass piping (chrome plated or un-plated) and valves showing visible tool marks.
13. Vertical risers shall be firmly supported by riser clamps, properly installed to relieve all weight from the fittings.
14. Any piece of pipe six inches or less in length shall be considered a nipple.
15. All water service piping shall be kept a sufficient distance from other work to permit finished covering to be not less than 1 inch from other work.
16. The pipe and fittings shall be manufactured in the United States of America and in accordance with the Commercial Standards, American National Standards Institute and American Society of Testing Materials.

**B. Hanger Installation:**

1. All piping shall be supported from the building structure by means of approved hangers and supports, to maintain proper grading and pitching of lines, to prevent vibration and to secure piping in place, and shall be so arranged as to provide for expansion and contraction.
2. Maximum spacing of hangers on runs of pipe (vertical and horizontal) having no concentration of weight shall be as follows:

SCHEDULE			
MATERIAL	Steel	Copper	PVC
PIPE SIZE (INCHES)	HANGER SPACING IN FEET/PIPE		
.50	6	6	3
.75	8	6	3
1.00	10	6	3
1.25	10	10	3
1.50	10	10	3
2.00	10	10	4
2.50	10	10	4

3.00	10	10	4
3.50	10	10	4
4.00	10	10	4
5.00	10		4
6.00	10		4
8.00	10		

3. Maximum spacing of hangers on soil pipe shall be five feet or at each fitting on straight lengths to maximum of 10' and hangers shall be provided at either side of all changes in direction. Vertical Hanger rods to support piping from the structure or supplementary steel shall not exceed four feet in total length vertically, this Contractor shall provide factory fabricated channels and all associated accessories.
4. Friction clamps shall be installed at the base of the plumbing risers and at each floor (above or below floor slabs). Friction clamps installed above floor slabs shall not be supported from or rest on floor sleeves.
5. Provide hangers at a maximum distance of two feet from both sides of all changes in direction (horizontal and vertical), on both sides of concentrated loads (equipment) and at valves.
6. Hangers, in general, for all horizontal piping shall be A Band type hangers for piping up to 4" size and Clevis type for piping 5" and larger. These hangers shall be sized to fit the outside diameter of the pipe insulation protectors (sheet metal shields) specified herein. Gang type hangers may be used for supply piping up to 3" size where applicable and in conformance with manufacturer's recommendations.
7. All vertical drops and runouts including insulated pipes shall be supported by split ring hangers with extension rods and wall plates or stamped type up to 2" size only.
8. Provide on all horizontal insulated lines, pipe covering protectors (shields) at each hanger. Each protector shall be sized to fit the outside diameter of the Pipe insulation.
9. Lock nuts or retaining straps shall be provided with all beam clamps.
10. All supplementary steel including factory fabricated channels and associated accessories, including 12-inch-long sheet metal shields, throughout both suspended and floor mounted shall be provided by this Contractor and shall be subject to the approval of the Architect.
11. Hangers shall not pierce the insulation on any insulated pipe except when prior approval is given.
12. Wire, tape or wood fastenings for shims or support of any pipe or tubing shall not be used.

13. Remove all rust from the ferrous hanger equipment (hangers, rods, and bolts) and apply one coat of red lead immediately after erection, if required.
14. Piping at all equipment and each control valve shall be supported to prevent strains or distortions in the connected equipment and control valves. Piping and equipment shall be supported to allow for removal of equipment, valves and accessories with a minimum of dismantling and without requiring additional support after these items are removed.
15. All piping shall be independently supported from the building structure and not from the piping, ductwork, conduit or ceiling suspension systems of other systems.
16. Installation of hangers which permit wide lateral motion of any pipe will not be acceptable.
17. All hangers in contact with un-insulated piping shall be compatible with piping material.

C. Pipe Covering Installation:

1. Before pipe covering is applied, all pressure tests shall have been performed and approved.
2. Pipe covering shall be applied over clean, dry surfaces.
3. Pipe covering shall be continuous and shall be carefully fitted with side and end joints butted firmly and tightly together finished as specified herein.
4. Pipe covering and auxiliaries shall be kept dry during storage and application.
5. Adhesives, cements and coatings shall not be applied when the ambient temperature is below 40 degrees Fahrenheit.
6. Valve bodies shall have covering applied up to the stem.
7. It is the intent of this Specification that all vapor barriers be sealed and be continuous throughout. Staples shall not be used on vapor barrier jackets.
8. Where pipe-covering ends occur at equipment or fixtures, end caps on the covering shall be provided.
9. Adequate operating clearances shall be provided at control mechanisms.
10. Pipe covering for flanges shall overlap the adjoining pipe by a minimum of three inches on each side.
11. Pipe covering shall be provided on all piping passing through ceilings and through the interior above ground sleeves (wall and floor).
12. All voids and or seams in insulation shall be filled with insulating cement and finished as specified herein.
13. In the event staples are used, they shall be coated with a vapor barrier mastic after insulation and taped. These staples shall not be visible on finished installation.
14. End joints of each section of the installed pipe covering shall be tightly butted.

D. Installation of Sleeves, Inserts and Escutcheons:

1. Sleeves in floors shall set one (1) inch above the finished floor surface or as indicated on the Architectural Drawings.
2. Sleeves through interior masonry or non masonry walls or partitions shall be set flush with the finished surfaces of the wall or partition.
3. Field drilling for inserts required for work under this section of the specifications shall be provided by this Contractor.
4. Each interior wall or floor sleeve shall be firestopped to provide equivalent fire resistance to floor or wall penetration.
5. Escutcheons shall be installed around all exposed insulated or bare pipe, passing through a finished floor, wall or ceiling. Escutcheons shall fit snugly around the bare or insulated pipe.

E. Valve Installation:

1. Location of Valves: There shall be valves where indicated on the drawings and where specified as follows:
  - a. At building service entrances, all supply risers, branches to groups of fixtures, branches to separate fixtures, equipment, wall hydrants, hose bibbs, connections to other systems and sectionalizing points in each system.
  - b. Each fixture supply shall have a separate angle stop or straight stop finished like the pipe it services.
  - c. Each piece of equipment shall have isolation valves for each service connected or at inlet and outlet of equipment with single service.
  - d. At the low points of each water system including trapped sections, provide a tee with ½ inch branch and ball valve with 3/4-inch hose end vacuum breaker and attached chain with cap.
  - e. Valves shall be located to permit easy operation, replacement or repairs.

F. Installation of Gauges and Thermometers:

1. Thermometers and pressure gauges shall be installed in such a manner as to cause a minimum restriction to the flow in the pipe and so that they can be easily read from the floor.
2. Thermometers shall be installed in the outlet piping from each hot water heater, and as shown on drawings to verify heat maintenance system operation.
3. Pressure gauges in the domestic water system shall be installed at outlet side of the water meter and reduced pressure backflow preventer and at inlet and outlet sides of pressure reducing valve station.

G. Installation of Plumbing Fixtures:

1. General:

- a. Refer to Architectural Drawings for locations and mounting heights of all plumbing fixtures.
- b. Provide with all plumbing fixtures all trim, supports, fittings, connections and all incidentals necessary to make a complete installation in accordance with plumbing codes, and the Contract Documents.

2. Fixture Supports:

- a. All fixtures shall be supported and fastened to the building structure. The method of support for each type fixture shall be as specified herein, except when the fixture designation on the Contract drawings indicate modifications.
- b. Wall hung water closets shall be supported on combination drainage fittings and chair carriers with foot supports fastened to the floor slab with expansion lag screws.
- c. Installations shall be complete with all necessary bolts, nuts and washers, iron or brass connecting nipples between fixtures and piping system of the proper length including gaskets for closet and urinal connections.
- d. Where wall hung fixtures are secured to masonry walls or partitions, they shall be fastened with  $\frac{1}{4}$  inch through bolts provided with nuts and washers at back. Bolt heads and nuts shall be hexagon and exposed bolts, nuts, washers and screws shall be chromium plated brass.
- e. Where secured to concrete or brick walls, they shall be fastened with brass bolts or machine screws in lead sleeve type expansion shields and shall extend at least three inches into solid concrete or brick work, except fixtures specified to be supported on chair carriers.

3. Fixture Trim and Exposed Piping in Finished Areas:

- a. All materials specified shall to be chromium plated shall be thoroughly cleaned and polished before plating and plate shall be heavily, thoroughly and evenly applied, guaranteed not to strip or peel.
- b. Where escutcheons are not furnished with plumbing fixtures, this Contractor shall supply them. Escutcheons shall be type and material specified herein.

- c. Each fixture shall be separately trapped with the type and size of trap specified herein and required by the Plumbing Code.
- d. Unless otherwise specified, faucets and all exposed pipe and fittings shall be chromium plated. Chromium plating for brass shall be applied on a first plating of nickel.

End of Section



## **SECTION 31 00 00**

### **EARTHWORK**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

- A. Section Includes
  - 1. Provide excavating, filling, backfilling, stockpiling, bedding, compacting, grading, protection, installation and removal of support of excavation and other Work necessary for the construction of pipelines, structures, pavements, earthen embankments and appurtenant Work in accordance with this Section, the Drawings and applicable reference standards listed in Division 01.
- B. Related Sections
  - 1. 31 41 00 Shoring and Bracing

##### **1.02 PRICE AND PAYMENT PROCEDURES**

- A. Measurement and payment requirements: per Division 01 General Requirements.

##### **1.03 REFERENCES**

- A. Reference Standards
  - 1. ASTM C117: Standard Test Method for Materials Finer than 75-Micrometers (No. 200) Sieve in Mineral Aggregates by Washing
  - 2. ASTM C136: Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
  - 3. ASTM D1556: Density and Unit Weight of Soil in Place by the Sand-Cone Method
  - 4. ASTM D1557: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
  - 5. ASTM D6938: Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

## **1.05 SUBMITTALS**

- A. Submit in accordance with Division 01 General Requirements.
- B. Product Data.
- C. Sample Test Reports and Evaluations:
  - 1. Materials gradations
  - 2. Backfill moisture-density relationships
  - 3. Field compaction testing
- D. Source and Field Quality Control Submittals.
- E. Closeout and Maintenance Material Submittals: per Division 01 General Requirements.

## **1.06 QUALITY ASSURANCE**

- A. Provide in accordance with Division 01 General Requirements.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Provide in accordance with Division 01 General Requirements.
- B. Waste Management and Disposal:
  - 1. Legally dispose of excess or unsuitable material at no additional cost to OWNER.

## **1.08 SITE CONDITIONS**

- A. Existing Conditions: per Division 01 General Requirements.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. General
  - 1. Suitable materials: As shown on the Drawings or as specified below.
  - 2. Unsuitable materials: Material containing excessive clay, vegetation, organic matter, debris, pavement, stones or boulders over 6-inches in greatest dimension, wet or frozen material, and material, which in the opinion of the OWNER or ENGINEER, will not provide a suitable foundation or structural support for the pipe and is unsuitable for use in backfill.

3. On-Site Material: Any suitable material from on-site excavation. Supply additional material as required to completely backfill trenches. Unless specifically stated elsewhere, suitable material brought on Site for trench backfill shall not be considered for payment.
  4. Material for embankments and general fills may contain pieces of excavated ledge having maximum dimension of 12-inches if approved by the ENGINEER.
  5. OWNER reserves the right to inspect off Site sources of materials and order tests of these materials to verify compliance with these Specifications. The CONTRACTOR shall provide the location of off site sources and access to off Site sources whenever requested by OWNER.
- B. Gravel Borrow (Trench Backfill): Consisting of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings, deleterious material and conforming to Division III, subsection M1.03.0, Type B of Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges and Supplements. Gradation requirements shall be determined by AASHTO-T11 and T27. Sieve analysis by weight:

Sieve Size	Percent Passing by Weight
1/2 inch	50-85
#4	40-75
#50	8-28
#200	0-10

Type a: maximum stone size = 6-inches in largest dimension

Type b: maximum stone size = 3-inches in largest dimension

- C. Sand: Shall consist of clean inert, hard, durable grains of quartz or other hard durable rock, free from loam or clay, surface coatings and deleterious materials. Sieve analysis by weight:

Sieve Size	Percent Passing by Weight
3/8-inch	100
#4	95-100
#16	45-80
#50	10-30
#100	2-10
#200	0-3

- D. Crushed Stone / Pipe Bedding: 3/4-inch sized crushed stone; durable, hard, clean angular rock fragments obtained by breaking and crushing rock material meeting the criteria of Division III, subsection M2.01.4 of the MassDOT Standard Specifications for Highways and Bridges and Supplements free of ice, snow, sand, silt, clay, loam, shale, or other deleterious matter; for bedding beneath pipe and

structures, to 6-inches above the crown of the pipe. Where required by ENGINEER, sand shall be used in lieu of crushed stone for pipe bedding. Sieve analysis by weight:

Sieve Size	Percent Passing by Weight
1-inch	100
3/4-inch	90-100
1/2-inch	10-50
3/8-inch	0-20
#4	0-5

- E. Gravel Borrow (Roadway Subbase): Processed gravel for backfill per M1.03.1 of the MassDOT Standard Specifications and Supplements, consisting of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials. Coarse aggregate percentage of wear: not more than 50 by the Los Angeles Abrasion Test. Sieve analysis by weight:

Sieve Size	Percent Passing by Weight
3-inch	100
1 1/2-inch	70-100
3/4-inch	50-85
#4	30-60
#200	0-10

- F. Loam Borrow: Loam borrow shall be in accordance with MassDOT Standard Specifications for Highways and Bridges and Supplements and consist of fertile, friable, natural topsoil similar in nature to topsoil in Project location, without admixture of subsoil, refuse or other foreign materials and shall be obtained from a well-drained arable Site. The loam shall be a mixture of sand, silt and clay particles. The mixture shall contain approximately equal portion of each material so as to exhibit sandy and clayey properties. The loam shall be reasonably free of stumps, roots, heavy or stiff clay, stones larger than 1-inch in diameter, lumps, coarse sand, noxious weeds, stick brush, trash, debris or other objectionable materials. The loam shall be reasonably well draining, shall not contain toxic amounts of either acid or alkaline elements and shall contain not less than 4 percent nor more than 20 percent 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 degrees F (plus/minus 9 degrees F).
- G. Refill Material: Use crushed stone for refilling excavation below grade or rock excavation unless otherwise directed by the ENGINEER.
- H. Common Fill: Friable material and no objects greater than 6-inches in diameter, no more than 5 percent by weight finer than No. 200 sieve, and free from ice and

snow, roots, sod, rubbish and other deleterious or organic matter. Excavated material from on-site sources which meet these Specifications may be used for Common Fill.

- I. Select Backfill: As specified for Common Fill with no stones larger than 3-inches in the largest dimension.
- J. Controlled Density Fill (CDF) (Flowable Fill): Excavatable and used to limit settlement, lateral movement, undermining, washout and other hazards created by earthwork operation as shown on the Drawings and when excavating around structures, utilities, sidewalks, pavements, and other facilities. Batch CDF at concrete plant.
  - 1. Portland Cement: AASHTO M85
  - 2. Fly Ash: AASHTO M295. Class F
  - 3. Sand: M4.02.02 of MassDOT Standard Specifications and Supplements.
  - 4. Water: M4.02.04 of MassDOT Standard Specifications and Supplements.
  - 5. Air Entraining Admixture: M4.02.05 of MassDOT Standard Specifications and Supplements.
  - 6. Compressive Strength: 28 day = 30-80 psi, 90 day = 100 psi
  - 7. Slump: 10 - 12 inches

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Verification of Conditions
  - 1. Before starting Work, check and verify governing dimensions and elevations. Survey condition of adjoining properties with ENGINEER. Take digital video recording of any prior settlement or cracking of structures, pavements and other improvements. Prepare a list of such damages, verified by and signed by CONTRACTOR, ENGINEER, and others conducting the investigation.
  - 2. Coordinate survey. Establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by excavation operations.

### **3.02 FIELD QUALITY CONTROL**

- A. Provide in accordance with Division 01 General Requirements.

### **3.03 EXCAVATION**

- A. Remove materials encountered to the limits shown on the Drawings, designated in

the Specifications or as required by the OWNER.

1. Do not perform excavation below normal grade to remove and replace unsuitable materials until approved by the ENGINEER.
  2. Do not perform excavation of rock, boulder or unsuitable materials until material to be excavated has been cross-sectioned and classified by ENGINEER.
- C. Earth Excavation: Removal and disposal of pavements, curbing and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, and other materials encountered that are not classified as rock excavation or unauthorized excavation. Legally dispose of surplus materials resulting from excavation and not needed for use on the Project, as determined by the ENGINEER. Obtain necessary permits for legal disposal of surplus material.
- C. Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.
1. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other Work.
- D. Excavation in Asphalt Pavement Areas
1. Saw cut or mill to full depth through existing pavement prior to any excavation for pipe or structure placement. Minimize disturbance of remaining pavement. Cut and remove the minimum amount of pavement required to do the Work.
  2. Use shoring and bracing where sides of excavation will not stand without undermining pavement.
  3. Keep material and soil stockpiles a minimum 10-feet back from the edge of excavation, or in accordance with the approved support of excavation design, to avoid overloading of the sides of excavation and prevent slides or cave-ins.
  4. Remove and dispose of existing pavements in the course of the Work. Take care to avoid mixing existing pavement material with excavation material to be used for backfill.

- E.     Excavation for Trenches
  - 1.     Excavate to widths shown on the Drawings.
  - 2.     Produce an evenly graded flat trench bottom at the subgrade elevation required for installation of pipe and bedding material.
  - 3.     Load excavated material directly into trucks unless otherwise permitted by the ENGINEER.
  - 4.     Place backfill material directly into trench or excavation. Do not stockpile material to be used as backfill in traffic areas.
- F.     Unauthorized Excavation: Removal of materials beyond indicated subgrade elevations or dimensions without specific direction of ENGINEER. Unauthorized excavation, as well as remedial Work directed by ENGINEER including refilling, is at no additional cost to OWNER.
  - 1.     Refilling Unauthorized Excavation
    - a.     Trenches: Use 3/4-inch crushed stone and stabilization fabric as a separator material, if necessary, as directed by ENGINEER.
    - b.     Elsewhere: Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by ENGINEER.
- G.     Excavation to Remove and Dispose of Unsuitable Material: When excavation has reached required subgrade elevations, notify ENGINEER who will make an inspection of conditions. If unsuitable materials are encountered at required subgrade elevations, carry excavations deeper as directed by ENGINEER and replace excavated material with gravel or crushed stone.
- H.     Material Storage
  - 1.     Stockpile and maintain suitable surplus excavated materials for re-use as backfill anywhere within the Project limits as directed by the ENGINEER. Place, grade, and shape stockpiles for proper drainage. Cover stockpiles when unused to limit infiltration by precipitation.
  - 2.     Provide erosion controls around stockpile areas as required by the local Conservation Agent and/or the ENGINEER at no additional cost to OWNER.
  - 3.     Locate and retain soil materials at least 10-feet away from edge of excavations or as allowed approved support of excavation design.
- I.     Remove and Dispose of Unsuitable Material
  - 1.     Below normal grade: In accordance with Paragraph 3.02.D. above.

2. Above normal grade: Replace unsuitable material with suitable on-Site material. Use Select Backfill if additional material is required.

J. Earthen Embankment Fill

1. Strip all organic topsoil, trees, shrubs, roots of other vegetation from along the length and breadth of all areas which are to have fill material placed on top. Fill depressions left by grubbing and stripping with material of the same type and compacted to a density at least equal to that of the surrounding foundation material.
2. If independent inspection and testing agency and/or ENGINEER determines that unsuitable soil is present, continue excavation and replace with compacted fill material as directed.
3. Proof roll all subgrades as directed by the ENGINEER prior to placement of fill. Excavate soft areas and replace with appropriate compacted fill.
4. Do not place embankment over porous, wet, frozen, or spongy subgrade or previous embankment surfaces. In the event these conditions occur, excavate and remove the unsuitable material prior to placing more fill.
5. Dewater to maintain groundwater levels a minimum of 1-foot below bottom of excavations and/or subgrades. Place all fill "in-the-dry".
6. Bench all existing slopes prior to placing horizontal fill layers on existing slopes of greater than 6H to 1V.
7. Place materials in continuous horizontal layers not exceeding 8-inch loose lift thickness.
8. Compact all soil materials to a minimum 95 percent of the maximum dry density as determined by ASTM Test D-1557, with a water content plus/minus 2 percent) of optimum moisture content. If wet fill cannot be adequately compacted, remove and replace with drier fill.
9. Dice, harrow or otherwise dry any fill that is too wet for proper compaction to a proper moisture content for compaction to the required density.  
  
Remove and replace fill material that cannot be dried within 48 hours of placement with drier fill.
10. Uniformly water fill that is too dry for proper compaction with sufficient water to allow compaction to the required density.
11. Compact to meet the above stated density criteria, but at minimum make four passes with an approved compactor. Make additional passes as necessary to achieve a degree of compaction of at least 95 percent.



12. Compact impervious and semi pervious materials (more than 15 percent passing the #200 sieve) with a tamping (sheep-foot) roller or a rubber-tired roller. In the event that compaction results in a smooth surface on top of the lift, that surface is to be scarified before the placement of the next lift.
  13. Compact pervious materials (sands, gravels, and stone materials) by means of self-propelled vibratory rollers. In confined areas, use hand-guided equipment such as a large vibratory plate compactor. Do not exceed lift thickness of 6-inches.
  14. Remove and replace fill which becomes disturbed after compaction as a result of the CONTRACTOR's operations and re-compact to the specified degree of compaction at the CONTRACTOR's expense.
  15. Place and compact soil material on the embankment in a direction parallel to the top of the embankment.
- K. Controlled Density Fill (CDF) (Flowable Fill): CDF shall be used as backfill, where directed by OWNER, to prevent settlement, lateral movement, undermining, washout and other hazards created by earthwork operation when excavating around structures, utilities, sidewalks, pavements, and other facilities. Following the installation of CDF, the trench shall be plated overnight and backfilled the following day.
- L. Riprap stone: Sound, durable rock that will not disintegrate due to exposure to water or weather, angular in shape (such as rough, unhewn quarry stone or fragments obtained by blasting, breaking or crushing natural rock). Do not use rounded boulders or cobbles, or flat, platy stones, shale or slate rock with its largest length dimension 3-times greater than its shortest dimension.
- M. Riprap gradation: Stone size shall correspond to inch dimension indicated on Drawings. D<sub>50</sub> stone size represents 50 percent of stone passing D<sub>50</sub> dimension sieve screen. D<sub>20</sub> stone size, 20 percent passing: 1/2 D<sub>50</sub> dimension. Maximum size limit, D<sub>100</sub>: twice the D<sub>50</sub> stone size dimension.
- N. Field Quality Control
1. Provide in accordance with Division 01 General Requirements.

### 3.04 COMPACTION

- A. Use methods which produce the required degree of compaction throughout the entire depth of material placed without damage to new or existing facilities and which are approved by the ENGINEER. Adjust moisture content of soil as required. Remove and replace material which is too wet to compact to required density. Compact each layer as Work progresses.

Compaction Method	Maximum Stone Size	Maximum Loose Lift Thickness		Minimum Number of Passes	
		Below Pavement	Less Critical Areas	Below Pavement	Less Critical Areas
Hand-operated vibratory plate or light roller in confined areas	4 inches	6 inches	8	4	4
Hand-operated vibratory drum rollers weighing at least 1,000 lbs. in confined areas	6 inches	10 inches	12 inches	4	4
Light vibratory drum roller min. weight at drum 5,000 lbs., min. dynapac force 10,000 lbs.	8 inches	6 inches	18 inches	4	4
Medium vibratory drum roller min. weight at drum 10,000 lbs., min. dynapac force 20,000 lbs.	8 inches	6 inches	24 inches	6	6

B. Degree of Compaction (minimum densities):

Fill and Backfill Location	Density
Under structure foundations	95% of max.
Under building slab	95% of max.
Top 2 feet under pavement	95% of max.
Below top 2 feet under pavement	92% of max.
Trenches through unpaved areas	90% of max.
Embankments	90% of max.
Pipe Bedding	92% of max.
Beside structure foundation walls, tank walls and retaining walls	90% of max.
Under pipes through structural fills	90% of max.
Maximum density	ASTM D1557, modified
Field density tests	ASTM D1556 (sand cone), ASTM D2167 (rubber balloon), or ASTM D2922 (nuclear methods)

Note: Fill that is too wet for proper compaction shall be disked, harrowed, or otherwise dried to proper moisture content for compaction to the required density. If the fill material cannot be dried within 48 hours of placement, remove and replace with drier fill.

C. Field Quality Control

1. Provide in accordance with Division 01 General Requirements.

2. Testing

- a. Determine actual in place densities using field tests as directed by the ENGINEER and in accordance with Division 01 General Requirements.
- b. Perform additional Work to obtain proper compaction if in-place densities do not meet the specified densities. Retesting may be required by the ENGINEER.

D. Minimum Number of Tests

1. Trenches: Provide that a nuclear density compaction test is conducted by an independent compaction inspector making at least one field density test per compacted fill layer per day and every 200 linear feet of trench as directed by the ENGINEER or OWNER. Fully cooperate with compaction inspector.
2. Paved Areas and Building Subgrade: Make at least one (1) field density test of subgrade for every 2,000 square feet of paved area or building slab, but in no case less than three (3) tests.
3. Other Areas: In each compacted fill layer, make one (1) field density test for every 2,000 square feet of overlaying building slab or paved area, but in no case less than three (3) tests.

### 3.05 GRADING

- A. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grade areas adjacent to structure lines to drain away from structures and to prevent ponding.
- C. Finish surfaces: Free from irregular surface changes and as follows.
  1. Lawn or Other Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 feet above or below required subgrade elevations.
  2. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than plus or minus 1-inch above or below required subgrade elevation.
  3. Fill Under Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2-inch when tested with a 10-foot straightedge.

- D.           Compaction: After grading, compact subgrade surfaces to the percentage of maximum density for each area classification.

### 3.06 ROCK REMOVAL

- A.    Notify ENGINEER immediately of change in classification. If bedrock is encountered above trench bottom grade or above subgrade elevation, expose bedrock surface to allow ENGINEER to perform an elevation survey and take cross-sectional measurements.
- B.    Perform rock excavation by mechanical methods only, blasting is not allowed.
- C.    Remove or partially remove boulders exposed on sides or bottom of excavations as directed by ENGINEER. Remove boulders to not less than 2-feet outside structure walls, not less than 12-inches outside footings, not less than 6-inches below underslab subgrade, not less than the lateral trench width payment lines indicated, and not less than 12-inches below underside of pipes. Refill depressions resulting from removal of boulders and rock with approved compacted bedding.
- D.    Refill unauthorized rock excavations, or excavations made beyond or below indicated or directed excavation pay limits, with compacted bedding.
- E.    Remove and dispose of unused rock and boulders off-Site.
- F.    Remove and dispose of residual solids to limits shown on Drawings, as specified, or needed to complete Project in accordance with Laws and Regulations.

### 3.07 RIPRAP

- A.    Place riprap to full depth of 1.5D 50 in one operation without special handwork, measured perpendicular to face of slope to obtain uniform appearance true to line and grade. Place larger stones at bottom of slope. Place stones in close contact, with interlocking of face stones and backing stones. Fill openings between stones with smaller stones. Embed, re-orient or discard loose stones or excessively large stones projecting above surface.

### 3.08 CLOSEOUT ACTIVITIES

- A.    Provide in accordance with Division 01 General Requirements.

### 3.09 MAINTENANCE

- A.    Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B.    Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to

required density prior to further construction. Immediately repair any subsequent settling and provide such maintenance for the remainder of the Contract at no additional expense to the OWNER.

- C. Prior to paving upon the sub-grade, remove soft or unsuitable material and replace with suitable backfill material. Bring low sections, holes, or depressions to the required grade with approved material. Shape entire sub-grade to line, grade, and cross-section and thoroughly compact.
- D. Provide erosion control measures in accordance with Laws and Regulations and in accordance with Division 01 General Requirements. Keep roads free of debris. Use suitable watertight vehicles for hauling wet materials over roads and streets. Clean up materials dropped from or spread by vehicles promptly or when directed by the ENGINEER.

### **3.10 DISPOSAL OF EXCESS MATERIALS**

- A. Legally dispose of excess or unsuitable material at no additional cost to OWNER.

**END OF SECTION**

## SECTION 31 23 19

### DEWATERING AND DRAINAGE

#### PART 1 – GENERAL

##### 1.01 SUMMARY

###### A. Section Includes

1. The objective of this Section is to remove standing water from excavations as needed to perform the work as specified and collect water which may enter the excavation during Contractor's excavation activity.
2. A dewatering plan shall be prepared by a licensed Massachusetts Professional Geotechnical Engineer and submitted for review. Submittal of plan does not constitute approval.
3. If the Contractor chooses to discharge construction waters to the drainage system, the Contractor will obtain a NPDES Permit and shall be responsible for collecting and analyzing the requisite water samples to meet the Permit requirements. Contractor is responsible for providing this information to the proper regulatory authorities in a manner consistent with the requirements of the Permit.
4. Contractor shall repair damage caused by dewatering and drainage system operations, at no additional cost to the Owner.
5. Obtain and pay for all permits required for temporary dewatering and drainage system.
6. Furnish, install, operate, monitor, maintain and remove temporary dewatering and drainage systems as necessary to lower and maintain groundwater levels below subgrades of excavations. Prevent surface water runoff from entering or accumulating in excavations.
7. Collect and properly dispose of all water from dewatering and drainage systems in accordance with local, State and Federal requirements and permits.
8. Remove temporary dewatering and drainage systems when no longer needed. Restore all disturbed areas.

###### B. Related Sections

1. Earth excavation and backfill are included in Section 31 00 00 - EARTHWORK.
2. Demolition procedures are included in Section 02 41 00 – SITE DEMOLITION.

3. Submittals are included in Section 01 33 00 – SUBMITTAL PROCEDURES.

C. Definitions

1. Where the phrase “in-the-dry” is used in these specifications, it shall be defined as the in-situ soil moisture content, which will allow the excavated soils to be managed without the generation of free liquids.

**1.02 PRICE AND PAYMENT PROCEDURES**

- A. Measurement and payment requirements: per Division 01 General Requirements.

**1.03 REFERENCES (NOT APPLICABLE)**

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

**1.05 SUBMITTALS**

- A. Shop Drawings for Information in accordance with Section 01 33 00 as part of the Work Plan: For dewatering system. Show arrangement, locations, and details of wells and well points; locations of headers and discharge lines; and means of discharge and disposal of water.
1. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
  2. Include a written report outlining control procedures to be adopted if problems arise with the proposed system.
  3. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation with geotechnical expertise, retained by the Contractor.
  4. Submittal will be for information only. The Contractor shall remain responsible for adequacy, safety, and compliance with appropriate local, state and federal regulations, of construction means, methods and techniques.

**1.06 QUALITY ASSURANCE**

- A. Provide in accordance with Division 01 General Requirements.

**1.08 SITE CONDITIONS**

- A. Existing Conditions: per Division 01 General Requirements.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by the User Agency or others unless permitted in writing by the Architect and then only after arranging to provide temporary utility services according to requirements indicated.
- C. Groundwater is anticipated to be encountered throughout construction.

## **PART 2 – PRODUCTS (NOT SPECIFIED)**

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. Contractor shall control surface water and groundwater such that excavation to final grade is made in-the-dry, and bearing soils are maintained undisturbed, Contractor shall prevent softening, or instability of, or disturbance to, the subgrade due to water seepage.
- B. Contractor shall provide protection against flotation for all work.
- C. The impact of anticipated subsurface soil/water conditions shall be considered when selecting methods of excavation and temporary dewatering and drainage systems. Type of dewatering system, spacing of dewatering units and other details of this work shall address site specific conditions.
- D. Contractor shall take all necessary measures to prevent damage to adjacent structures, utilities, property(ies), and other features.
- E. Contractor shall modify, redesign, and/or replace the dewatering system at no additional cost to the Owner, if design criteria are not continuously and effectively fulfilled.
- F. Contractor shall repair damage to adjacent structures, utilities, and properties resulting from the operation of the Contractor's dewatering and treatment system, at no additional cost to the Owner.
- G. Contractor shall locate dewatering facilities where they will not interfere with utilities, the safe passage of traveled ways, or other work to be done on the Site under the Specifications.
- H. Contractor shall take all necessary precautions during dewatering activities to prevent adverse effects on the Site and on adjacent properties.

### **3.02 FIELD QUALITY CONTROL**

- A. Provide in accordance with Division 01 General Requirements.

### **3.03 SURFACE WATER CONTROL**



- A. Contractor shall control surface water runoff to prevent flow into excavations, and shall provide temporary measures such as dikes, ditches and sumps.

### **3.04 EXCAVATION DEWATERING**

- A. Contractor shall provide and maintain adequate equipment and facilities to remove promptly and dispose of properly all water entering excavations. Contractor shall keep excavations in-the-dry, so as to maintain an undisturbed sub grade condition throughout construction below grade, including backfill and fill placement.
- B. Contractor shall collect precipitation or surface runoff in shallow ditches around the perimeter of the excavation, drain to sump and pump from the excavation to maintain in-the-dry conditions.
- C. Dewatering and drainage operations shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the sub grade at the bottom of the excavation. If the sub grade becomes disturbed for any reason, the unsuitable sub grade material shall be removed and replaced with concrete, compacted granular fill, or other approved material to restore the bearing capacity of the subgrade to its original undisturbed condition.
- D. Dewatering and drainage operations shall be conducted in a manner that does not cause loss of ground or disturbance to the pipe bedding or soil that supports overlying or adjacent structures.

### **3.05 DISPOSAL OF DRAINAGE**

- A. All water collected in temporary drainage systems will be collected in the dewatering system and disposed of in the same manner as the dewatered groundwater.
- B. The Contractor shall be responsible to ensure that such discharge does not lead to groundwater mounding or other conditions that are not in compliance with the Massachusetts Contingency Plan (310 CMR 40.0000) or the Massachusetts Groundwater Discharge Permit Program 314 CMR 5.00. If discharge is conducted in accordance with a Pretreatment Permit, Contractor is responsible for completing applicable laboratory analysis and maintaining compliance with all permit conditions. Contractor is also responsible for all consequences of non-compliance and/or permit violations. If discharge is completed through off-site disposal, the Contractor is responsible for completing all necessary laboratory analysis to ensure material is within the permit requirements of the accepting facility.

### 3.06 DISPOSAL OF INCIDENTAL SEDIMENT

- A. Other than the collected solids from filtration, any sediment, solids, sludge or soil which accumulates as a result of the dewatering operation, either within the dewatering equipment or external to it, shall be removed from the equipment and the Site and disposed of at no additional cost to the Owner.

END OF SECTION

**SECTION 31 41 00  
SHORING AND BRACING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes
  - 1. Shoring and bracing necessary to protect existing buildings, utilities, and other improvements and excavation against movement due to caving.

**1.02 PRICE AND PAYMENT PROCEDURES**

- A. Measurement and payment requirements: Per Division 01 General Requirements.

**1.03 REFERENCES**

- A. Occupational Safety & Health Administration (OSHA).
- B. State requirements set forth in Section 00 73 19.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination, Sequencing, and Scheduling: Per Division 01 General Requirements.

**1.05 SUBMITTALS**

- A. Submit in accordance with Division 01 General Requirements.
  - 1. Design calculations and drawings for shoring and bracing system and other data prepared and sealed by a professional ENGINEER registered in the location of the Project.

**1.06 QUALITY ASSURANCE**

- A. Provide in accordance with Division 01 General Requirements.
- B. Provide design of shoring and bracing by professional ENGINEER registered in the location of the Project.

**1.07 SITE CONDITIONS**

- A. Existing Conditions: Per Division 01 General Requirements.
- B. Survey condition of adjoining properties with ENGINEER. Take photographs, recording any prior settlement or cracking of structures, pavements and other

improvements. Prepare a list of such damages, verified by dated photographs, and signed by CONTRACTOR, ENGINEER, and others conducting the investigation.

- C. Survey adjacent structures and improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by excavation operations.
- D. During excavation, resurvey benchmarks weekly, employing licensed land surveyor or registered professional ENGINEER. Maintain accurate log of surveyed elevations for comparison with original elevations. Notify ENGINEER if changes in elevations occur or if cracks, sags or other damage is evident.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. Provide suitable shoring and bracing materials which will support loads imposed. Materials need not be new, but should be in serviceable condition.
- B. Steel sheet piling and shapes (corners, etc.): Continuous interlocking type; section modules and type of section as required by design.
- C. Bracing members: Wood timbers or A36 steel members.
- D. Bolts: ASTM A307.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. Provide system to resist earth and hydrostatic pressures, including surcharges from surface load in accordance with requirements set forth in Section 00 73 19.
  - 1. Wood Sheeting and Bracing: Provided as needed to make excavation safe and secure. Leave wood sheeting in place.
  - 2. Steel sheet piling: Provided as directed by ENGINEER and remove following completion of Work. Piling may remain in place when directed by the ENGINEER or at CONTRACTOR's option if approved by the ENGINEER.
  - 3. Movable box: Provide where a shoring system is required but steel piling is not called for.
- B. Locate shoring and bracing to clear permanent construction and to permit forming and finishing of concrete.
- C. Maintain shoring and bracing while excavation is open.

- D. Remove systems in stages to prevent disturbance of soils and damage to structures and improvements. Fill voids as soon as sheeting is withdrawn.

### **3.02 STEEL SHEET PILING AND BRACING**

- A. Drive sheet piling prior to excavation where possible. Fill and compact voids outside sheeting to hold sides of excavation in place.
- B. Brace as required to prevent distortion of piling and other bracing members. If necessary to move a brace, install new bracing prior to removal of original brace.
- C. Cut off sheet piling to be left in place at least 5-feet below finish grade. Backfill in accordance with section 31 00 00.
- D. If achieving compacted backfill under or around utilities is not achievable, CONTRACTOR shall install flowable fill within the excavation, or as directed by the ENGINEER or OWNER.

**END OF SECTION**

## **SECTION 32 00 00**

### **BITUMINOUS CONCRETE PAVEMENT, CURBING AND EDGING**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

###### **A. Section Includes**

1. Work under this section includes installation of bituminous concrete pavements, curbing and pavement markings for roadways and parking areas as shown on the Drawings. All existing pavement to remain, but damaged, as a result of the construction operations, shall be restored in accordance with the requirements of this Section. Trench fills for trench excavations through roadways shall consist of general pavement structures according to this Section.
2. The CONTRACTOR shall install all pavement and drives, which have been removed or damaged during construction operations. Pavement shall include satisfactory repair by the CONTRACTOR of driveways and any other surface disturbed by his/her operations by the same materials as removed or as specified herein. Driveway aprons, sidewalks, walkways, etc. shall be part of the work.
3. Items to be Installed:
  - a. Concrete Curbing
  - b. Granite Curbing
  - c. Pavement Markings
  - d. Bituminous Concrete Curbs
  - e. Bituminous Concrete Paving

###### **B. Related Sections**

1. Section 31 00 00 – EARTHWORK
2. Section 31 23 19 – DEWATERING AND DRAINAGE
3. Section 03 30 00 – CAST-IN-PLACE CONCRETE

##### **1.02 PRICE AND PAYMENT PROCEDURES**

- A. Measurement and payment requirements: per Division 01 General Requirements.

### 1.03 REFERENCES

- A. All work specified in this Section shall conform to the Commonwealth of Massachusetts Standard Specifications for Highway and Bridges latest revision, herein referred to as "State Standards".
- B. American Society of Testing and Materials (ASTM) (latest edition):
  - 1. C 33 Specification for Concrete Aggregates.
  - 2. C 136 Method for Sieve Analysis for Fine and Coarse Aggregate.
  - 3. C 140 Sampling and Testing Concrete Masonry Units.
  - 4. C 144 Standard Specifications for Aggregate for Masonry Mortar.
  - 5. C 936 Specifications for Solid Interlocking Concrete Paving Units.
  - 6. C 979 Specification for Pigments for Integrally Colored Concrete.
  - 7. D 698 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 lb (24.4 N) Rammer and 12 in. (305 mm) drop.
  - 8. D 1557 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (44.5 N) Rammer and 18 in. (457 mm) drop.
  - 9. D 2940 Graded Aggregate Material for Bases and Subbases for Highways or Airports.
  - 10. C 29 Bulk Density and Voids in Aggregate Materials.

### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

### 1.05 PRODUCT HANDLING

- A. Use all means necessary to protect bituminous concrete pavement materials before, ongoing, and after installation, and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary as directed by the ENGINEER.

## **1.06 SUBMITTALS**

- A. The CONTRACTOR shall submit to the ENGINEER, data showing gradation and composition of materials proposed.
- B. The bituminous concrete mix formula must be submitted to the ENGINEER prior to the initiation of paving operations.

## **1.07 QUALITY ASSURANCE**

- A. Provide in accordance with Division 01 General Requirements.
- B. For actual finishing of bituminous concrete surfaces and operation of the required equipment, use only personnel who are thoroughly trained and experienced in the skills required and whose prime occupation is this type of work.
- C. Existing paved areas damaged or removed shall be repaired or replaced, respectively, with the same materials and level of quality as on the Project.

## **1.08 SITE CONDITIONS**

- A. Existing Conditions: per Division 01 General Requirements.

## **1.09 GUARANTEE/WARRANTY**

- A. Material Guaranty: Before any contract is awarded, the Bidder may be required to furnish without expense to the ENGINEER complete statement of the origin, composition and manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests required by the ENGINEER to determine the quality and fitness of the material.

## **PART 2 – PRODUCTS**

### **2.01 BITUMINOUS CONCRETE BINDER COURSE**

- A. Bituminous Concrete Pavement Binder Course shall conform to the applicable subsections of Section 420, Class I Bituminous Concrete Base Course, Type I-1 of the Mass DOT Standard Specifications.

### **2.02 BITUMINOUS CONCRETE TOP COURSE**

- A. Bituminous Concrete Pavement shall conform to the applicable subsections of Section 460, Class I Bituminous Concrete Pavement, Type 1 of the "Standard Specifications."

### **2.03 PAVEMENT BASE**

- A. Shall be processed gravel for subbase and shall conform to section M1.03.1 of



the state standards.

## **2.04 SUBGRADE**

- A. On-site material or imported material as specified in Section 31 00 00, EARTHWORK.

## **2.05 CONCRETE CURBING**

- A. All curbing shall be placed so that areas behind curbs shall be graded smooth, and topsoil and seed shall be placed.
- B. Concrete curbs shall be in accordance to MASSDOT Standard Specifications M9.04.1 and installed in accordance to MASSDOT Std. Spec. Section 500.

## **2.06 GRANITE CURBING**

- A. All curbing shall be placed so that areas behind curbs shall be graded smooth, and topsoil and seed shall be placed.
- B. Granite curbs shall be in accordance to MassDOT Standard Specifications M9.04.1 and installed in accordance to MassDOT Std. Spec. Section 500.
- C. Granite curb removed, reset and otherwise reused shall be cleaned of any paints, coatings, concrete or soils prior to re-installation or stockpiling.

## **2.07 BITUMINOUS BERM / CURB**

- A. Bituminous berm shall be Class I Bituminous Concrete, Type I-1 in accordance with MASSDOT Standard Specifications Section 470.

## **2.08 BITUMIN FOR TACK COAT**

- A. Provide in accordance with MassDOT Standard Specifications for Highways and Bridges and Supplements, Division II, Section 460 and MassDOT Construction Standard Details.

## **2.09 HOT POURED RUBBERIZED ASPHALT SEALANT**

- A. Provide in accordance with MassDOT Standard Specifications for Highways and Bridges and Supplements, Division II, Section 460 and MassDOT Construction Standard Details.

## **2.10 LOOP DETECTORS**

- A. CONTRACTOR shall Coordinate with the OWNER before removing loop detectors. All equipment shall comply with the latest editions of Section 815 - Traffic Control Signals of the Standard Specifications, including Supplemental and Interim editions, NEMA, the Massachusetts Electrical Code, and applicable Underwriters Laboratories standards.

## PART 3 – EXECUTION

### 3.01 GENERAL

#### A. CONTRACTOR Requirements:

1. The CONTRACTOR shall perform and complete the Work within the limits indicated in a continuous manner so that the pavement placement work may proceed without delay.
2. The CONTRACTOR shall perform and complete the Work as shown on the Drawings and as specified in accordance to MassDOT Standard Specifications for Highways & Bridges.
3. The CONTRACTOR shall, at all times, prior to acceptance of the work by the ENGINEER, maintain the completed work in a safe and satisfactory condition. All maintenance and repairs to the completed work shall be subject to the approval of the ENGINEER and the controlling municipal and State authorities. All maintenance and repairs of the completed work shall be provided by the CONTRACTOR at no additional cost to the ENGINEER.
4. Equipment used in the work will be subject to approval by the ENGINEER and shall be maintained in a satisfactory condition at all times. Unless otherwise permitted, compaction shall be performed by use of suitable power rollers. Finished surfaces of new asphaltic surface courses shall finish even with adjacent existing pavement surfaces and be free from surface irregularities.
5. It shall be the responsibility of the CONTRACTOR to obtain from the controlling municipal authorities all required permits for cutting roadway pavements and to perform the work in accordance with all customs and requirements of the controlling authorities, in addition to those specified herein, and at no additional expense to the ENGINEER.
6. Existing pavements outside of the indicated work limits which are damaged as a result of the CONTRACTOR's operations, including base courses, bituminous tack coats and surface courses, shall be replaced by the CONTRACTOR in accordance with the requirements specified herein for the respective type of pavement in a satisfactory manner and at no additional cost to the ENGINEER.
7. In case of settlement or other defects in new or replaced pavements, the CONTRACTOR shall cut out, replace, restore or repair the damaged pavements at no additional expense to the ENGINEER. This requirement shall remain in effect for 2 years after the acceptance of the work by the ENGINEER. The pavement area to be replaced, repaired or restored, shall extend from edge of pavement to edge of pavement, a minimum of 20 feet on either side of the

defect; final pavement course shall be feathered to provide a smooth finish detail.

8. This Contract shall not be considered complete until the replacement, restoration and repair of pavements has been provided in a manner satisfactory to the ENGINEER, and in accordance with the requirements specified herein.
- B. All materials and each part of detail of the work shall be subject to inspection by the ENGINEER. The ENGINEER shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make a complete and detailed inspection, (such assistance may include furnishing labor, tools, and equipment, at no expense to the ENGINEER.)
  - C. If the ENGINEER so requests, the CONTRACTOR, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the Work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or the removing and the replacing of the covering or making good of the parts removed, will be at the CONTRACTOR's expense.
  - D. Any work done or materials used without authorization by the ENGINEER may be ordered removed and replaced at the CONTRACTOR's expense. The CONTRACTOR shall furnish written information to the ENGINEER stating the original sources of supply of all materials manufactured away from the actual site of the work. In order to ensure a proper time sequence for required inspection and approval this information shall be furnished at least two weeks in advance of the incorporation in the work of any such materials.
  - E. For the purpose of observing work that affects their respective properties, inspectors for the municipalities, public agencies and the utility companies shall be permitted access to the work, but all official orders and directives to the CONTRACTOR will be issued by the ENGINEER.
  - F. The inspection of the work shall not relieve the CONTRACTOR of any of his obligations to fulfill the terms of the Contract as herein prescribed by the plans and specifications.
  - G. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor obligate the ENGINEER to make final acceptance.

- H. The CONTRACTOR shall give prior notice to the ENGINEER when work on the various items is to be performed by him or his SUBCONTRACTORS. If work is suspended on any item, prior notice shall be given to the ENGINEER before resumption of such work.

### 3.02 COLD PLANING OF BITUMINOUS ASPHALT PAVEMENTS

- A. This work shall consist of cold planing an existing bituminous plant mix pavement in accordance with the requirements of these Specifications and in reasonably close conformity with the lines and grades shown on the Plans or established by the Engineer.
- B. Equipment: All equipment necessary for the satisfactory performance of this work shall be on hand and approved before work will be permitted to begin. The required equipment shall include a power broom, a water truck, and a planing machine. Equipment shall be furnished to remove the material planed from the pavement. The planing machine shall be a power operated, self-propelled milling machine or grinder capable of removing bituminous concrete to the required width, depth, profile, cross-slope and surface texture. The machine shall be capable of accurately establishing profile by referencing from either the existing pavement or from an independent grade control and shall have positive means for controlling cross-slope. The machine shall have a floating moldboard with sufficient down pressure to plane the milled surface. The machine shall have an effective means of removing cuttings from the pavement and for preventing dust from escaping into the air.
- C. The planing machine shall be equipped with a cutter drum at least 12 ft. (3.65 m) wide and be capable of restoring pavement profile with either a contact or noncontact leveling system. A contact leveling system shall be a minimum of 40 ft. (12 m) in length and the non-contact leveling system shall have a minimum of 3 sensors dispersed the length of the machine.
- D. The maximum spacing between teeth on the cutter drum shall not exceed 5/8 in. (15 mm). Supplemental equipment shall be provided as necessary to remove material in areas that cannot be reached by the planing machine.
- E. General Requirements. The operations shall be so arranged that no vertical longitudinal faces exceed 1-1/4 in. (32 mm) in height in areas to be used by public traffic. Transverse faces shall be tapered in a manner approved by the Engineer to avoid creating a hazard for traffic. The Contractor shall be required to cold plane in the direction of traffic. When milling roadways for hot mix overlays, the planing machine shall operate at a consistent forward speed to provide an acceptable surface texture. The maximum allowable forward speed shall be 60 ft. (18 m)/min when the teeth spacing is between 1/2 and 5/8 in. (13 and 15 mm), and the maximum

allowable forward speed shall be 80 feet(24 m)/min when the teeth spacing is less than 'A in. (13 mm). After planing, the finished surface shall provide a smooth riding surface free from scallops, scabs, gouges, ridges, oil film, and other imperfections of workmanship, having a uniform texture, and true to the required grade and cross section. The elevation of the longitudinal edges of adjacent cuts shall not differ more than 1/8 in. (3 mm).

- F. Milling shall not commence unless the subsequent layer of pavement can be placed within limitation specified in the State Specifications.
- G. The planed pavement shall be thoroughly swept immediately behind the machine and all materials swept up shall be loaded and hauled away. A water truck shall be furnished and used to control dust from the work, when deemed necessary by the Engineer. Where sound pavement has been gouged, torn, or otherwise damaged during the milling operations, or damage is done to any other property of any kind including utility frames, grates, and covers, repairs shall be made by the Contractor at no cost to the OWNER. The Contractor shall take appropriate measures so that the cold planing operation does not trap water.
- H. Surface Requirements. Where the planed pavement is not to be resurfaced, the texture shall be uniform throughout the project and shall provide a satisfactory riding surface. The average texture depth shall be no less than 0.20 in. (5 mm).
- I. The finished surface on the roadway shall be of uniform profile throughout, without any scabbing, scallops, gouges, ridges, or other imperfections resulting from worn cutter teeth, improper operating speeds, poor equipment maintenance, or other instances of poor workmanship. The cross-slope shall be as specified on the plans in the tangent, transition, and super-elevated curve sections. The finished surface after the final cut shall not show a deviation greater than 1/8 in. (3 mm) from a 10 ft. (3 m) straightedge, and the cross-slope shall not deviate more than 3/8 in. (10 mm) in 10 ft. (3 m). All irregularities exceeding these limits shall be corrected. Approaches and tapers shall be acceptably textured when required by the Engineer. Length, width, and depth of cut on approaches and tapers will be as determined by the Engineer. The approaches and tapers shall match the finished cut on the main line and shall be transitioned to the existing surface to within  $\pm 1/8$  in. (3 mm). When deemed necessary by the Engineer, private entrances shall be transitioned to provide a smooth approach to the roadway. Unless otherwise specified on the plans, the cuttings shall become the property of the Contractor and be removed from the project.
- J. The accepted quantity of Cold Planed Bituminous Pavement will be paid for at the contract unit price, which payment shall be full compensation for all labor, materials, equipment, hauling, and incidentals necessary to plane the pavement, control dust, and dispose of the cuttings.

### 3.03 SUBGRADE PREPARATION

- K. Prepare subgrade by shaping and compacting to proper grade. Remove all soft and yielding material from the subgrade and replace with suitable material. Compact thoroughly using approved types of rollers or tampers. Ensure that all areas are stable and dry.
- L. Saw cut edges of existing pavement along even, straight lines to obtain undisturbed, clean and sound vertical edges of original pavement.
- M. Do not store or stockpile materials on the subgrade.
- N. The CONTRACTOR shall mill a keyway edge into existing asphalt along any trench excavations and final pave the top course of asphalt into said keyway, bridging the trench limits by a minimum of twelve inches on either side.
- O. The subbase to be placed under pavement shall consist of at least 12 inches of base course as specified in Section 31 00 00 - Earthwork, evenly spread and thoroughly compacted.
  - 1. Compaction of the subbase shall be in accordance with Section 31 00 00 Earthwork

### 3.04 PAVEMENT

- A. The CONTRACTOR shall install all pavement materials in accordance with Massachusetts Highway Standard Specification Section 400.
  - 1. All thicknesses are measured after rolling. The permanent surface course shall be evenly spread and rolled with a power roller having a minimum weight of 5 tons.

### 3.05 COMPACTION

- A. The CONTRACTOR shall conform to the State Standards for pavement operations, including compaction (401.03.10).
- B. Immediately after the bituminous mixture has been spread, struck off, and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when rolling does not cause undue displacement, cracking and shoving.
- C. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. Rolling shall be continued until all roller marks are eliminated and the minimum densities have been

obtained based upon 95 percent of laboratory Marshall Densities made in the proportions of the job-mix formula, AASHTO T-245.

- D. Steel-Tired, Static Weight Rollers: The maximum roller speeds for steel-tired static-weight rollers for various operations shall not exceed three miles per hour. The wheels of steel-wheel rollers shall be kept moist and clean to prevent adhesion of the fresh material, but an excess of water will not be permitted.
- E. Vibratory Rollers: The maximum roller speed for vibratory rollers shall be that which provides impact spacing less than the compacted lift thickness. When vibratory rollers are used in the static mode, roller speed shall not exceed three miles per hour.
  - 1. When an approved vibratory roller is used for breakdown rolling in a vibratory mode, intermediate rolling will not be required. When the vibratory roller is used for finish rolling it shall be used in the static mode. Rolling shall progress continuously until the specified density of the corresponding daily plant Marshall Density, AASHTO T-245 has been attained. Finish rolling shall continue until all roller marks are eliminated.
- F. Unless otherwise directed, rolling shall start longitudinally at the sides and gradually progress toward the center of the pavement.
- G. The motion of the rollers shall be slow enough at all times to avoid displacement of the hot mixture. Any displacement resulting from reversing the direction of the rollers or from any other cause shall be satisfactorily corrected.
- H. When the base course or binder course fails to comply with the density requirements herein specified, additional compaction may be applied when permitted and as directed, to attain the required density. If satisfactory density cannot be attained the CONTRACTOR shall be required to remove and replace, at his own expense, any affected area, which is proven to be structurally inadequate and/or incapable of maintaining material integrity.
- I. Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective, shall be removed and replaced with fresh hot mixture, which shall be compacted to conform to the surrounding area. Any area showing an excess or deficiency of bituminous material shall be removed and replaced.
- J. In the event of dispute as to the creditability of the results, density shall be determined from cores taken from the pavement.

### 3.06 FIELD QUALITY CONTROL

- A. Thickness: Test in-place asphalt concrete courses for compliance with requirements for thickness. Repair or remove and replace unacceptable paving as directed by the ENGINEER. In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness.
- B. Compaction:
  - 1. The Bituminous mixture shall be compacted to at least 95% of the density achieved on the laboratory testing of the design mix for the project.
  - 2. Density will be checked by the Nuclear Density gage Method, ASTM 2950.
- C. Guarantee: During the two-year guarantee period, the CONTRACTOR shall maintain the surfacing and shall promptly fill with similar material in compliance with the above specifications, any depressions and hold that may occur so as to keep the surfacing in a safe and satisfactory condition for traffic.

**END OF SECTION**



## **Section 33 10 00**

### **WATER DISTRIBUTION PIPING**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes water-distribution piping and related components outside the building for water service mains.
- B. This Section specifies requirements for furnishing and installing cement lined ductile iron (CLDI) & C900 Polyvinyl Chloride (PVC) water main pipelines complete and in place for water distribution.
- C. All CLDI water-distribution main piping shall be wrapped in poly-wrap as indicated herein.
- D. All fittings located in areas of C900 water main pipe to be installed and wrapped with wax tape as indicated herein.
- E. The CONTRACTOR shall pay for all costs and fees related to the construction of new water system components and connecting the new water system components to the existing water system including all tap-in, testing and inspection fees and shall file all applications, details and drawings required by the local authority having jurisdiction.

##### **1.2 RELATED DOCUMENTS**

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings, General Conditions, Supplementary Conditions, and Sections in all Divisions of these Specifications.
  - 1. Section 31 00 00 Earthwork
  - 2. Section 33 20 00 Water Service Connections
  - 3. Section 22 00 00 Plumbing

##### **1.3 REFERENCES**

- A. All work specified in this Section shall conform to the Town of Manchester-By-The-Sea standards.
- B. American Water Works Association (AWWA), latest editions of:
  - 1. AWWA C104: Standard for Cement Mortar Lining.

2. AWWA C111: Standard for Rubber Gasket Joints.
3. AWWA C150: Standard for the Thickness Design of Ductile Iron Pipe.
4. AWWA C151: Standard for Ductile Iron Pipe, Centrifugally Cast.
5. AWWA C153: Standard for Ductile Iron Compact Fittings.
6. AWWA C600: Standard for Installation of Ductile Iron Water Mains and Their Appurtenances.
7. AWWA C651: Standard for Disinfecting Water Mains.

#### 1.4 SUBMITTALS

- A. Product Data and Shop Drawings: For each type of product indicated. Submitted and approved by the ENGINEER and the Town of Manchester-By-The-Sea.
- B. Field quality-control test reports and disinfection notification: The CONTRACTOR shall notify and subsequently provide the test reports to the OWNER upon completion of the disinfection and pressure testing. Pressure testing shall be observed by the ENGINEER.
- C. Operation and Maintenance Data: For water valves and specialties to include in emergency, operation, and maintenance manuals.
- D. A copy of any permits required by local authorities having jurisdiction shall be submitted to the OWNER prior to commencing work on the water system.
- E. Certificate of Compliance:
  1. Each shipment of piping, valves, or appurtenances shall be accompanied with the manufacturer's notarized certificate certifying conformance with the requirements of the Specifications.

#### 1.5 PERMIT

- A. The CONTRACTOR shall setup a Preconstruction Meeting with the OWNER to finalize approval of layout and details prior to commencing work.
- B. The CONTRACTOR shall obtain all permits required to perform work on the water system without expense to the OWNER.

#### 1.6 QUALITY ASSURANCE

- A. Regulatory Requirements:

1. Comply with applicable requirements of the OWNER including requirements pertaining to the tapping of water mains and backflow prevention.
  2. Comply with applicable OWNER'S standards for potable-water-service piping, including materials, installation, testing, and disinfection.
  3. Comply with MassDEP requirements for water distribution systems.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. All water pipe and appurtenances shall be "American Made"; certificates of compliance shall be provided by manufacturer and provided to the Town.

### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. All delivery, storage, and handling of pipe, valves, hydrants, and appurtenances shall be in accordance with manufacturer's recommendations.
- B. Preparation for Transport: Prepare valves according to the following:
1. Ensure that valves are dry and internally protected against rust and corrosion.
  2. Protect valves against damage to threaded ends and flange faces.
  3. Set valves in best position for handling. Set valves closed to prevent rattling.
- C. During Storage: Use precautions for valves, according to the following:
1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
  2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- D. Handling: Use sling to handle valves if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points. Do not lift valves with bare metal chains.
- E. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- F. Protect stored piping from moisture and dirt. Elevate above grade.

- G. Protect flanges, fittings, and specialties from moisture and dirt. Piping or materials damaged during delivery storage or handling shall be replaced at the expense of the CONTRACTOR.

## **1.8 PROJECT CONDITIONS**

- A. Provide underground water distribution piping as outlined in this section and as demonstrated on the Drawings.

## **1.9 COORDINATION**

- A. Coordinate connection to existing water system with the Town of Manchester-By-The-Sea DPW.
- B. 24-hour notice must be given to the Town for water shutdowns. One 8-hour shutdown will be permitted for each street tie-in to existing water mains.
- C. The CONTRACTOR shall contact "Dig Safe" at 1-888-Dig-Safe to verify locations of existing underground utilities in areas of proposed excavation prior to commencing any excavation effort.
- D. The CONTRACTOR shall coordinate any work on the water system with the Town of Manchester-By-The-Sea prior to commencing any work on the existing and proposed water system.

## **1.10 MARKING**

- A. Marking of all pipe shall conform to the requirements of AWWA C151, latest revision, and marking of all fittings shall conform to the requirements of AWWA C153, latest revision.

## **1.11 MANUFACTURER'S REPRESENTATIVE**

- A. The CONTRACTOR shall furnish at no additional expense to the OWNER, the services of pipe manufacturer's representatives for instruction of the CONTRACTOR's personnel who will be installing the pipe. The instruction shall include proper handling, installation, and jointing and other construction areas, and shall be for such lengths of time required to fully familiarize the CONTRACTOR's personnel with the proper techniques.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. All water appurtenances are to be American made.
- B. All materials shall be reviewed and approved prior to installation by the ENGINEER.

### **2.2 DUCTILE IRON PIPE**

- A. Type: Class 56 DI pipe in accordance with AWWA C150/A21.50 and C151/A21.51 with factory applied bituminous coatings in accordance with AWWA/ANSI C151, double cement lined in accordance with AWWA/ANSI C104/A21.4, push-on joint or mechanical joint type, unless otherwise specified on Drawings.
- B. Supply pipe in 18 to 20-foot lengths and permanently mark with manufacturer, date of manufacture, size, type, class/wall thickness, and standard produced to.
- C. Mechanical joint: AWWA/ANSI C111/A21.
- D. Restrained joints: AWWA M41.
- E. Design accessories for complete piping system: AWWA/ANSI C111/A21.11.
- F. Restrained gland gaskets: per manufacturers' recommendations for maximum pressures in pipe.

### **2.3 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS**

- A. AWWA C900 PVC pipe shall be a minimum of DR 18 and shall be capable of withstanding a 235 PSIG working pressure. Pipe shall conform to AWWA C-900-07 and shall be UL and FM approved for sizes 4" thru 12". Pipe shall be solid walls with standard laying length of 20'. The pipe shall have bell and spigot ends with push-on, O-ring rubber gasket, compression type joints conforming to the requirements of ASTM D3139. Elastomeric gaskets shall conform to the requirements of ASTM F477 and be color coded blue.
- B. Pipe shall be Blue Brute as manufactured by Ipex or ENGINEER approved equivalent.

### **2.4 HYDRANTS**

- A. Hydrants shall be Darling B-84-B, 5/1/2 or approved equal.
- B. The hydrant shall have a 5-1/4" valve opened by turning the operating unit in the counterclockwise direction. The hydrant shall have one 4-1/2" pumper and two 2-

1/2" hose connections.

- C The draining system of the hydrant shall be bronze and positively activated by the main operating rod.
- D Hydrant drains shall close completely after no more than three turns of the operating nut.
- E Drain shutoff to be by direct compression closure
- F Hydrant shall be painted in accordance to OWNER'S color requirements.

## 2.5 FITTINGS

- A. Fittings and plugs for use with the ductile iron pipe specified shall be ductile iron, cement lined, bituminous coated with a working pressure rating of not less than 250 psi, conforming to AWWA C153, latest revision, and shall have mechanical joints.
- B. The exterior of all fittings, plugs, bolts, and nuts shall be coated with two (2) coats of heavy-duty epoxy protective asphaltic coating after assembly.
- C. Fittings to be used with C900 water main shall be Fusion Bonded Epoxy Coated Ductile Iron with Epoxy Coated Wedge Action Restraints.
- D. All Hardware in areas of C900 piping shall be SS304.

## 2.6 TAPE COATING

- A. Tape Coating to be used on all fittings in areas of C900 piping shall be #1 Wax-Tape as manufactured by Trenton or approved equal.
- B. Tape coating shall be a composite of wax and synthetic fiber fabric and shall be compatible with steel, ductile iron, and PVC materials, suitable for below grade use to prevent corrosion of metallic materials. It must be able to form around bolts and other hardware and into crevices and irregular surfaces. It must remain flexible and provide exceptional waterproofing and must be made of inert materials that will not deteriorate. Thickness shall be 7-90 mils suitable to temperatures ranging from -50°-120°F.
- C. Primer shall be wax tap Primer as manufactured by Trenton, or approved equal, designed with corrosion inhibitors and made to displace moisture and ensure adhesion of the tape.

## **2.7 JOINTS**

- A. Push-on and mechanical type joints for pipe as specified above shall conform to AWWA C111, latest revision. Gasket material for all jointing requirements shall be styrene butadiene (SBR).
- B. Lubrication Material is to be food grade quality, kept in original container, and stored according to manufacturer's recommendations.

## **2.8 UNDERGROUND WARNING TAPE**

- A. Furnish detectable marking tape with aluminum core, minimum 6 inches wide and minimum 5 mils thick with APWA uniform color-coding for identification and location. Text or lettering: "CAUTION BURIED POTABLE WATER LINE BELOW" repeated continuously along length of tape at maximum intervals of minimum 3 feet.

## **2.9 CEMENT MORTAR LINING**

- A. Ductile Iron Interior pipe and fitting surfaces shall be covered with a double cement-mortar continuous lining not less than 1/16" thick, of materials, and applied in accordance with AWWA/ANSI C104/A21.4, latest revision.

## **2.10 STORAGE OF MATERIALS**

- A. Pipe and related materials shall be stored in locations and in a manner approved by the ENGINEER. The locations and manner of storage shall be as to minimize handling of the materials.
- B. Gaskets are to be stored out of direct sunlight in their original packaging and protected from temperature extremes.
- C. The CONTRACTOR shall, at all times, be solely responsible for the safe storage of all materials.

## **2.11 TESTING**

- A. Manufacturer Testing:
  - 1. Testing of ductile iron pipe shall be done in accordance with AWWA C151, latest revision.
  - 2. Testing of ductile iron fittings shall be done in accordance with AWWA C153, latest revision.
  - 3. Testing of jointing material shall be done in accordance with AWWA C111,

latest revision.

4. Testing of the interior coating shall be done in accordance with AWWA C104, latest revision.
5. Certified test reports shall be submitted by the pipe manufacturer.
6. The ENGINEER shall be notified at least ten (10) days in advance of the date and location of the testing in order to witness the tests if they desire.
7. The CONTRACTOR shall furnish to the ENGINEER notarized test reports by an independent testing laboratory, which show compliance of all materials furnished to the requirements specified herein. The test reports shall indicate results and methods employed.

B. Field Testing.

1. Field testing of ductile iron pipe installed for water service shall be performed according to the requirements as specified in Section 3.8 of this specification.

## 2.12 JOINT RESTRAINT

- A. Thrust Blocks are to be designed appropriately for the soils, pipe sizes, and pressures encountered at the job site and are to be installed square and plumb against undisturbed soil so that the joint itself, including any bolts, is accessible. Concrete is to be a minimum compressive strength of 2,000 psi and installed to industry standards. The use of large stones or discarded curbing as thrust restraint is not allowed.
- B. Restraining devices shall be utilized on all mains under the following conditions:
  1. Pipeline direction changes (tees, bends).
  2. Dead end lines (caps, plugs, valves).
  3. Transition pieces (reducers).
- C. Thrust restraint may be provided via restrained joint, ductile iron pipe meeting ANSI/AWWA C153, AWWA C151/A21.512, AWWA C111/A21.11, and be approved for use by the OWNER. Restrained joint pipe lengths (restrained length) shall be sufficient to restrain thrust imparted by 1½ times the anticipated working pressure but not less than 250 psi and may be more than one full length of pipe.
- D. Thrust restraint utilizing tie-rods may be used alone or in combination with other restraint systems and are to be installed only when and as directed by the Town of Manchester-By-The-Sea authorized field staff. All rods shall be protected from corrosion with two coats of bituminous paint or epoxy prior to backfilling.



### 2.13 TAPPING SLEEVES AND TAPPING VALVES

- A. All tapping sleeves shall comply in all respects to AWWA Standard C-110 and the following design standards:
  - 1. Tapping sleeve shall be installed at the location of the existing water main as shown on the plans and details.
  - 2. The tapping sleeve shall be a mechanical type joint to provide pressure - tight installation and be suitable for use with the existing pressurized pipe material. Outlet flange shall be Class 125C, ANSI B16.1.
  - 3. Mechanical joint tapping sleeves shall have totally confined end gaskets and be designed to withstand a minimum of 250 psi. working pressure.
  - 4. Tapping valves shall comply with Section 2.10 - Gate Valves except one end shall be flanged and the other mechanical.
  - 5. Tapping valves shall be provided with an oversized opening to allow the use of full-size cutters.

### 2.14 GATE VALVES

- A. Resilient seated gate valves shall meet AWWA C-515 and be UL listed and FM approved. This valve shall be ductile-iron-body, bronze mounted, nonrising stem, 4 inch through 12 inch in diameter as shown on the plans and details. All valves are to be mechanical joint.
- B. Sizes 4 inch through 12 inch shall be suitable for a test pressure of 250 psi.
- C. Valve shall have a minimum of two O-ring stem seals.
- D. Bonnet and gland bolts and nuts shall be 304 stainless steel for corrosion resistance.
- E. The interior and exterior of valves shall be fully epoxy coated 8 mils thick.
- F. Gate valves shall be as manufactured by Mueller or equivalent and open right or as directed by the OWNER.
- G. Gate valves shall be ductile-iron-body, bronze-mounted solid-wedge gate valves, with bell or mechanical joint ends. Valves shall conform to AWWA Standard Specification for Gate Valves, three (3) inch through forty-eight (48) inch for water and other liquids, Designation C500. They shall be double disk type.

- H. Buried valves shall be inside-screw, non-rising stem, having bell or mechanical-joint ends and two (2) inch square operating nuts.
- I. Bronze gate-rings shall be fitted into grooves of dovetail or similar shape in the gates. For grooves of other shapes, the rings shall be firmly attached to the dates with bronze rivets.
- J. Turning direction of the operating nuts shall be coordinated with the OWNER
- K. O-ring stuffing boxes shall be used.
- L. The T-handle wrenches shall be furnished with each gate valve which shall permit operation from a standing position. Coordinate with the Town of Manchester-By-The-Sea DPW personnel for a total desired quantity of wrenches.
- M. All valve boxes shall be adjusted to the final grade.

## **2.15 ACCESSORIES**

- A. Refer to Section 33 20 00 for additional accessories specifications.
- B. Accessories shall conform to the requirements of ANSI/AWWA C800 unless otherwise noted.
  - 1. Corporation Stops shall be CC thread by compression connection
  - 2. Curb Stops shall be compression connection
- C. Curb Stops shall be ball valve style and have ends as required to suit type of pipe or tubing to be connected and a combined cap and tee handle
- D. Curb Boxes shall be buffalo style, 2 ½", cast iron, heavy duty top section, sliding type with flare top and recess cover marked "WATER" and sliding type arched bottom section.

## **2.16 STRAIGHT AND TRANSITION PIPE COUPLINGS**

- A. The center sleeve and end rings of couplings shall be made of ductile iron, meeting or exceeding ASTM A536. The coupling shall accommodate the entire O.D. range in the specified size by use of interchangeable color-coded end rings and gaskets.
- B. The coupling gasket shall be made of virgin rubber compound for water use. The SBR shall meet or exceed ASTM D2000-3-BA715. The gasket shall have raised lettering, sizing, and state the proper color code for the appropriate end ring.
- C. The coupling shall be equipped with stainless steel bolts, washers, and nuts and conform to the latest edition of the AWWA specification designation C-111 and C- 219-06.

- D. Straight couplings shall be as manufactured by Ford Model FC1-SH, Smith Blair Model 441, Romac Model 501, Cascade Waterworks Model CDC, or equivalent.
- E. Transitional couplings shall be as manufactured by Ford Model FC2A-SH, Smith Blair Model 441, Romac Model 501, Cascade Waterworks Model CTC, or equivalent.
- F. Straight connections between two ductile iron pipe sections shall be made by ductile iron solid sleeves.

## **2.17 VALVE BOXES AND COVERS**

- A. Cast iron valve boxes shall be two-piece adjustable style, sliding type. Barrel inside diameter shall be 5¼ inches with 26-inch top section and 48-inch bottom section lengths adjusted to finish grade.
- B. Covers shall be cast iron, 5¼ inch, with the word "WATER" and a direction to open arrow imprinted thereon. Covers shall be the heavy, non-tilting 2" drop style recessed in the top to prevent plow breakage. The boxes and covers shall be compatible with the valves to which they attach.
- C. An approved operating key shall be provided to the OWNER.

## **2.18 LIQUID CHLORINE**

- A. Liquid chlorine shall conform to AWWA Standard B301, current edition. Liquid chlorine shall be NSF 60 certified for potable water use.

## **2.19 HYPOCHLORITE**

- A. Hypochlorite shall conform to AWWA Standard B300, current edition. Hypochlorite shall be NSF 60 certified for potable water use.

## **2.20 BACKFLOW PREVENTER**

- A. Backflow prevention device used temporarily for any connection between the existing water system and new water pipes prior to acceptance of pressure test, disinfections and flushing, shall be of the appropriate size and shall be double check-reduced pressure type as manufactured by Watts, Febco, Hersey or equivalent. Backflow preventers shall be testable. Permanent backflow prevention devices to be installed as part of this project are specified in the plumbing specifications of this Contract.

## **2.21 POLY WRAP**

- A. Polyethylene encasement for ductile iron pipe shall have a minimum thickness of 8 mils and shall be linear low density, flat tube, virgin polyethylene film that meets or exceeds the requirements of AWWA C105-10, ANSI A21.5-10, ASTM D4976 and NT4112-10.
- B. The film shall be marked showing trademark, year of manufacture, type of resin, specification conformance, applicable pipe sizes and a corrosion protection warning.

## **PART 3 - EXECUTION**

### **3.1 EARTHWORK**

- A. Refer to Section 31 00 00 - Earthwork for excavating, trenching, and backfilling.

### **3.2 SERVICES**

- A. Refer to Section 33 20 00 – Water Service Connections.
- B. Refer to Section 22 00 00 – Plumbing for all interior plumbing.

### **3.3 INSTALLATION**

- A. Water-Main Connection: Tap water main according to requirements of MassDEP and OWNER'S standards and of size and in location indicated.
- B. Pipe, valves, sleeves, hydrants, accessories, and appurtenances shall be new and unused, and shall be of the types and materials specified, as indicated or as directed.
- C. The interior of pipe and fittings shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations.
- D. Piping, valves, sleeves and other appurtenances shall be constructed in dry trenches and shall not be laid when the conditions of the trench or the weather is unsuitable for such work.
- E. The trench bottom and bedding shall be shaped and compacted to give substantially uniform unyielding circumferential support to the lower fourth of

the full length of each pipe.

- F. Holes for the bells shall be excavated so that after placement the pipe and coupling receives uniform bearing pressure from the trench bottom.
- G. Each pipe shall be laid to the line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. Joint deflections are limited to 80% of the values specified in AWWA C600-99 Table 3 and 4.
- H. As the work progresses, the interior and exterior of the pipes and couplings shall be cleaned of all dirt and superfluous material of every description. Any damage to bituminous coating shall be repaired prior to backfill.
- I. When required to keep interior of pipe clean, a suitable drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed.
- J. At times when work is not in progress, open ends of pipe and fittings shall be securely closed with a watertight plug so that no trench water, earth or other substance will enter the pipe or fitting.
- K. Any pipe, valve, sleeve, or appurtenance that has been disturbed after laying shall be taken up and re-laid.
- L. All materials found to be defective during the progress of the work will be rejected by the ENGINEER or Town and the CONTRACTOR shall promptly remove such defective material from the site of the work and replace with new material at no additional expense to the OWNER.
- M. The CONTRACTOR shall be responsible for the safe storage and proper handling of all materials.
- N. No shims or mounds of earth shall be used to raise the pipe to grade.
- O. All pipes, valves, sleeves, and appurtenances shall be maintained accurately to the required line and grade.
- P. No pipe, valves, sleeves, and appurtenances shall be covered until the Town of Manchester-By-The-Sea has inspected the joints.
- Q. The pipeline shall not be used to convey trench drainage during construction.

- R. Pipes shall be protected at all times during construction against flotation. They shall be thoroughly secured, properly supported and bedded to prevent settlement or disturbance. Compaction of bedding and backfill material shall be in strict accordance with Section 31 00 00 - EARTHWORK.
- S. Bends, crosses, tees, caps, plugs, valves, and other appurtenances shall be strapped and clamped where indicated. Steel bars, rods and plates shall be of structural steel. Straps, bridle rods, clamps, anchors and such other parts shall be provided to the details. After installation, all parts of the strapping and clamping devices shall be given two (2) heavy coats of an approved coal-tar base protective coating.
- T. All lumps, burrs, excessive coatings, and irregularities on the plain and socket ends of the pipe, valves, sleeves, and appurtenances shall be removed.
- U. Field cutting of the pipe is to be square and free of any burrs and defects.
- V. Water lines shall be laid with a minimum horizontal separation of 5 feet from all utilities and 10 feet from sewer lines. Sewer lines crossing over water lines shall be concrete encased for 10 feet on either side of crossing regardless of vertical separation distance. Sewer lines crossing under water lines shall be constructed with a minimum vertical separation of 18 inches. When this cannot be achieved, the sewer shall be encased in concrete for 10 feet on either side of crossing. Encasement shall be a minimum of 6 inches around the sanitary sewer.
- W. Bury piping with depth of cover over top at least 54 inches.
  - 1. If bury depth is not achievable, install ridged insulation over main in accordance with AWWA standards or as directed by OWNER or ENGINEER.
- X. Connect to water-supply source and construct water-service piping to a point 5 feet from the outside face of the building wall in locations and pipe sizes indicated on the Drawings. It is the responsibility of the plumber to construct the required piping from this point through the building wall.
- Y. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, gaskets, thrust blocks, anchors, tie-rods (if allowed by the Town) and clamps, and other supports.
- Z. Valves shall be set in the pipeline as directed. Blocking or supports of a permanent nature shall be placed under each valve to ensure against settlement.

- AA. Each valve shall be tightly closed before being placed in the line and shall remain so until the joints on each side are completely tightened.
- BB. General:
  - 1. All tapping sleeves, valves and accessories shall be carefully inspected by the CONTRACTOR for defects before installation and all defective, unsound or damaged materials shall be rejected.
  - 2. The OWNER will make such additional inspections as he deems necessary and the CONTRACTOR shall furnish all necessary assistance for such inspection.
  - 3. Proper implements, tools and facilities satisfactory to the OWNER shall be provided by the CONTRACTOR for the proper and satisfactory execution of the work.
- CC. All work shall be completed in conformance with the OWNER'S requirements.
- DD. Tapping sleeves and valves shall be constructed in dry trenches and shall not be laid when the conditions of the trench or the weather is unsuitable for such work.
- EE. Tapping sleeves, valves and couplings shall be laid to the line and grade in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line.
- FF. Any tapping sleeves or valves that have been disturbed after laying shall be taken up and relayed.
- GG. All materials found to be defective during the progress of the work will be rejected by the OWNER and the CONTRACTOR shall promptly remove such defective material from the site of the work and replace with new material at no additional expense to the OWNER.
- HH. The CONTRACTOR shall be responsible for the safe storage and proper handling of all materials.
- II. Tapping sleeves shall be installed where indicated or as directed by the OWNER and shall be installed according to the manufacturer's recommended procedures.
- JJ. Valves and joint restraints shall be installed where indicated or as directed by the OWNER and shall be installed according to the manufacturer's recommended procedures.

- KK. All ductile iron piping shall be wrapped in polyethylene encasement. There shall be no less than 5 feet of overlap of the encasement at the pipe joints. Polyethylene encasement shall be provided in accordance with section 2.16 of this specification.
- LL. Service tubing shall be installed with care to avoid kinks or sharp bends. Do not allow tubing to contact ledge, rock or sharp stones which could cause damage.
- MM. Install restrained gland gaskets per manufacturers' recommendations for maximum pressures in pipe.

### 3.4 INSPECTION

#### A. General.

1. All pipe shall be installed in accordance with AWWA C600, latest revision and manufacturer requirements, and in accordance with the OWNER'S requirements.
2. All pipe and accessories shall be carefully inspected by the CONTRACTOR for defects before installation and all defective unsound or damaged materials shall be rejected.
3. The ENGINEER will make such additional inspections as he deems necessary and the CONTRACTOR shall furnish all necessary assistance for such inspection.
4. Proper implements, tools, and facilities satisfactory to the ENGINEER shall be provided by the CONTRACTOR for the proper and satisfactory execution of the work.
5. The workmanship, materials, and installation are subject to inspection and approval by Town of Manchester-By-The-Sea authorized field staff. No installation shall be backfilled prior to inspection.
6. The ENGINEER and OWNER reserve the right to stop work on any water main installation for failure to abide by OWNERS standards until deficiencies are corrected.

### 3.5 JOINTING

- A. No pipes shall be jointed until couplings and ends of pipe have been inspected to determine that the joint surfaces are free from any defects in materials or workmanship, and free from dirt or other foreign matter.



- B. Pipe, pipe fittings and accessories shall be stored, installed, joined and protected by the CONTRACTOR in strict accordance with the printed recommendations of the manufacturer of the piping material.
- C. Field assembled joints shall be checked with a suitable gauge as recommended by the manufacturer to ensure that the rubber rings are properly located.
- D. If inspection indicates that the rings are improperly located, the CONTRACTOR shall disassemble, and properly reinstall the pipe.
- E. Pipe stoppers shall be installed, sealed and blocked in such a manner as to prevent any leakage and so as to withstand an internal hydrostatic pressure of not less than 5 psi.
  - 1. Timber blocking shall be of adequate size and arrangement to prevent the stopper from being blown off the line.
  - 2. Timber bracing shall extend back to the undisturbed end of the trench.

### **3.6 IDENTIFICATION**

- A. Install continuous underground detectable warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping.

### **3.7 RECORD DRAWINGS**

- A. All installed underground utilities shall be designated on as-built drawings by the CONTRACTOR of record and provided to the OWNER and ENGINEER in AutoCAD electrical format prior to completion of the project. All as-built drawings, (underground and above ground) shall be dimensioned from permanent benchmarks such as existing buildings and include depths at various points throughout the extent of the work, and invert elevations at all structures.

### **3.8 SETTING VALVES AND VALVE BOXES**

- A. Valves shall be set in the pipelines as directed. Blocking or supports of a permanent nature shall be placed under each valve to ensure against settlement.
- B. Maximum spacing between valves shall be 600 feet.
- C. Each valve shall be tightly closed before being placed in the line and shall remain

so until the joints on each side are completely tightened.

- D. Valve boxes shall be set for all valves. They shall be carefully fitted together and to the valve and securely held during backfilling. They shall be centered over the valve-operating nut. The bedding material around them shall be thoroughly tamped in place and the box cover set to the finished grade.

### 3.9 TESTING

- A. Alignment Tests: Each section of pipe will be checked by the OWNER or the ENGINEER in order to determine whether any displacement of the pipe has occurred. The CONTRACTOR shall provide suitable assistance to the OWNER or the ENGINEER. The CONTRACTOR shall repair any poor alignment, displaced pipe or other defects discovered, as directed by the ENGINEER.
- B. Hydrostatic Tests: After the pipe has been laid and the trench has been backfilled, all newly laid pipe or any valve section thereof, shall be subjected to a pressure and leakage test in accordance with AWWA C600-latest edition and as approved by the ENGINEER. The CONTRACTOR shall provide all pumps, pipe, connections, gages, measuring devices, and all other apparatus necessary for the test and shall conduct the test in the presence of and to the satisfaction of the ENGINEER. The OWNER will supply water to the CONTRACTOR for testing purposes at no expense to the CONTRACTOR.
  - 1. Test Pressure - The required minimum test pressure shall be 1-1/2 times the working pressure measured at the point of lowest elevation of the pipeline and corrected to the elevation of the test gage but shall not be less than 150 psi. Test pressures shall not vary by more than plus or minus 5 psi for the duration of the test.
  - 2. Duration of Test - two (2) hours minimum.
  - 3. Air Removal - Prior to performance of the test the pipeline shall be completely filled with water for a period of 72 hours. Expel air by means of air relief valves, hydrants or other means as required. If permanent air vents or taps are not located at all high points, the CONTRACTOR shall install corporation stops at such points so air can be expelled. After the tests are completed, plug all temporary taps.
  - 4. Allowable Leakage:
    - a. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valve section thereof, to maintain pressure within 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

- b. No pipe installation will be accepted if the leakage is greater than that determined by the following formula in which "L" is the allowable leakage in gallons per hour; "S" is the length of pipe tested in feet; "P" is the average test pressure during the leakage test in pounds per square inch (gauge); and "D" as the nominal diameter of the pipe in inches.

$$L = \frac{SD \cdot P^{1/2}}{133,200}$$

5. Repair of Leaks - If the test discloses leakage greater than the allowable leakage the CONTRACTOR shall, at his own expense, locate and repair the defective joints until leakage is within the specified allowable. The CONTRACTOR shall repair any specific leaks regardless of the test results if, in the opinion of the ENGINEER, they are serious enough to endanger the future serviceability of the pipeline.
- C. All materials found to be defective during testing shall be replaced with new and approved material at no additional expense to the OWNER.

### 3.10 DISINFECTION OF POTABLE WATER LINES

- A. General:
  1. Flushing and disinfections of potable waterlines shall be done in accordance with the procedure set forth in AWWA C651 - Disinfecting Water Mains, latest edition, and shall be witnessed by the ENGINEER unless otherwise approved. The CONTRACTOR shall provide all temporary blowoffs, pumps, chlorination equipment, chlorine and all other necessary apparatus required. The OWNER will supply water to the CONTRACTOR for disinfection purposes at no expense to the CONTRACTOR.
  2. All valves on the new piping shall be operated during the disinfection procedure in order to ensure complete disinfections.
  3. The form of chlorine proposed by the CONTRACTOR for disinfection shall be approved by the ENGINEER.
  4. The CONTRACTOR shall take adequate measures to prevent backflow of flushing water and chlorinated water into the existing water distribution system.
  5. CONTRACTOR shall not make physical connection to the existing water main prior to satisfactory results of chlorination. An approved backflow prevention device shall be utilized to transfer water from the existing system to the new piping network.

## B. Pipe Cleaning:

1. If the pipe contains dirt or heavy encrusted matter that, in the opinion of the ENGINEER, will not be removed during the flushing operation, the CONTRACTOR shall clean and swab the interior of the pipe with a one (1) percent hypochlorite disinfecting solution.
2. The pipeline shall be flushed to remove all remaining foreign material prior to disinfections, except when the tablet method is used. The flushing operation shall develop a minimum velocity of 3.0 ft/sec. It will be the CONTRACTOR's responsibility to properly size and locate corporations within test sections to adequately flush all piping at least 2 times its volume at the desired velocity.
3. Main line valves shall not be utilized to fill, flush, test or chlorinate water mains unless authorized and supervised by the ENGINEER.

## C. Chlorine Application:

1. In general, chlorine shall be applied using the continuous feed method, as specified in AWWA C651.
2. Introduce water into the line at a constant rate while adding chlorine to the water at a constant rate, such that the water will have not less than 25 mg/L free chlorine. Maintain the chlorinated water in the pipeline for a minimum of 24 hours, after which period the treated water shall have a free chlorine residual of not less than 10 mg/L throughout the entire length. Repeat the above procedure if the residual, at the end of the 24 hours, fails to meet the minimum concentration. Chlorinated water, above the normal system prevailing concentration, shall not be allowed to remain in the pipeline for a period longer than 5 days.
3. Fire hydrants may not be used for sampling points but may be utilized as a feed source if properly flushed and the OWNER's required temporary piping system installed.

## D. Final Flushing:

1. After the required retention period, flush all heavily chlorinated water from the main until the chlorine concentration is no higher than that prevailing in the system or is acceptable for domestic use. The CONTRACTOR shall be responsible for satisfactory disposal of all flushing water and chlorinated water at no additional expense to the OWNER.
2. Prior to discharging, a reducing agent shall be applied to the water to be wasted, to neutralize thoroughly the chlorine residual remaining in the water. (See Appendix B of AWWA C651 for neutralizing chemicals.)

## E. Analytical Tests:

1. After completion of the final flushing and prior to placing the pipeline in service, two (2) consecutive sets of acceptable samples taken at least 24 hours apart shall be collected. Each sample shall be analyzed for total coliforms and heterotrophic plate count (HPC). All samples shall be collected by a qualified individual and will be witnessed by the ENGINEER, who will be given the opportunity to split all samples in accordance with the applicable AWWA current standards.
  2. All samples shall be collected in laboratory-provided glassware with appropriate preservatives. The laboratory used for testing shall be certified in the Commonwealth of Massachusetts.
  3. Sampling locations shall be subject to approval by ENGINEER and MassDEP.
  4. The results of the sampling and analysis shall be reported to OWNER and ENGINEER.
- F. Repetition of Procedure - If the original disinfection fails to produce satisfactory bacteriological samples, repeat the disinfection procedure until satisfactory results are obtained at no additional expense to the OWNER.

### **3.11 TEST REPORTS AND CERTIFICATES**

- A. In addition to other requirements specified herein, the CONTRACTOR shall furnish to the OWNER notarized test reports and methods of test by an approved independent testing laboratory to show compliance of all materials furnished under this Section of the Specifications with all the requirements herein.
- B. Each shipment of pipe, tapping sleeves, valves, and appurtenances shall be accompanied by the manufacturer's notarized certificate of conformance certifying that materials to be furnished under these items meet all requirements herein.
- C. All testing of materials furnished under this Section of the Specifications shall be provided by the CONTRACTOR at no additional expense to the OWNER.

**END OF SECTION**

## **Section 33 20 00**

### **WATER SERVICE CONNECTIONS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Work included: Provide potable water service connections as required by the Contract Documents.

##### **1.02 RELATED WORK**

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in all Divisions of these Specifications.
  - 1. Section 31 00 00 Earthwork
  - 2. Section 33 10 00 Water Distribution Piping
  - 3. Section 22 00 00 Plumbing

##### **1.03 SUBMITTALS**

- A. Comply with pertinent provisions of Division 01 General Requirements.
  - 1. Materials list of items proposed to be provided under this Section.
  - 2. Manufacturer's specifications and other data needed to ensure compliance with the specified requirements.

##### **1.04 STANDARDS**

- A. The following Standards form a part of these Specifications as referenced:
  - 1. AWWA C800 Underground Service Line Valves and Fittings
  - 2. ASTM B-88 Type K Copper Tubing

##### **1.05 QUALITY ASSURANCE**

- A. Codes and Standards
  - 1. Plumbing Code Compliance: Comply with applicable portions of National Standard Plumbing Code pertaining to selection and installation of potable water system materials and products.
  - 2. Water Purveyor Compliance: Comply with requirements of Purveyor supplying water to project, obtain required permits and inspections.
- B. Compliance
  - 1. The OWNER may require an affidavit from the manufacturer or vendor that the products furnished comply with all applicable provisions of AWWA C800 and ASTM B-88.

##### **1.06 COMPLIANCE WITH REDUCTION OF LEAD IN DRINKING WATER ACT AND SECTION 1417 OF THE SAFE DRINKING WATER ACT (SDWA)**

- A. All pipes, pipe fittings, plumbing fittings, corporations, curb boxes, and fixtures must meet the requirements of the 2011 Reduction of Lead in Drinking Water Act

and amendments to SDWA Section 1417 for potable water use.

- B. Certification of compliance shall be provided for all applicable materials herein.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL**

- A. All materials shall be of domestic manufacture.
- B. The OWNER has standardized on the following products listed in this Section for service connections.

### **2.02 SERVICE TUBING**

- A. Polyethylene Water Tubing
1. Provide Copper Tube Size (CTS) Polyethylene with a working pressure rating of 200psi.
  2. Tubing shall conform to AWWA C901, ASTM D3350 and ASTM D2737
  3. Connections to be cold flared, unions or couplings not acceptable
  4. Shall be NSF certified, meeting C901-96 standard
- B. Copper Water Tubing
1. Conform to the provisions of ASTM B-88.
  2. Size: As indicated on the Drawings
  3. Type K annealed (soft)
  4. Seamless
  5. Shall be NSF certified, meeting C901-96 standard

### **2.02 CORPORATION STOPS**

- A. Corporation Stop: Shall be as manufactured by Mueller or an approved equal.
1. Test Pressure: 175 psi
  2. Full keyway and rigid liners
  3. Compression ends
  4. Size: As required by the service tubing
  5. Comply with AWWA C800, Underground Service Line Valves and Fittings.

### **2.03 CURB STOPS**

- A. Shall be as manufactured by Mueller or an approved equal.
1. Stops shall open RIGHT
  2. Full key with rigid liners
  3. Compression ends

### **2.04 CURB BOXES**

- A. Curb boxes shall be of domestic manufacture by Ford, Hayes, or Mueller.
  - 1. Buffalo type, tar coated, cast iron, arch pattern base with inlaid covers
  - 2. Covers shall be arch base style with brass pentagon nut, flush mounted, plug cover, and the word "water" shall be cast into the cover.
  - 3. Curb box shaft shall have a minimum inside diameter of 1-inch.

## 2.05 SERVICE SADDLE

- A. Service saddle shall be of domestic manufacture as manufactured by Mueller or equal.
  - 1. Rated for 200 psi working pressure
  - 2. Double strap design
  - 3. O-ring sealed outlet
  - 4. Epoxy coated ductile iron body
  - 5. AWWA threads with Buna-N rubber gasket
  - 6. Meet all applicable parts of ANSI/AWWA C800.

## 2.06 PIPE INSULATION (Field Applied)

- A. The insulation shall be a minimum of two (2) inches thick having a density of 2.0 lbs. per cubic foot, and having a K-Factor of 0.14. The insulation shall be fabricated in half sections of three-foot lengths. The half section shall fit tightly over the pipe to be insulated except for the joint and fitting locations where an oversized cover is made to allow for any hardware.
- B. Insulation shall be Trymer 2000 as manufactured by Insulated Piping System, Inc. or approved equal.
- C. Jacketing to go over the insulation below ground shall be Insul-Rap 50 as manufactured by Insulated Piping Systems, Inc. or approved equal. The jacket shall be wrapped around the circumference of the insulation and held in place with a 4" butt strip at each seam.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Service tubing which does not conform to the requirements of this specification shall be immediately removed from the site by the CONTRACTOR.
- B. For interior plumbing see Section 22 00 00 – Plumbing.

### 3.02 HANDLING PIPE

- A. The CONTRACTOR shall take care not to damage pipe by impact, bending, compression, or abrasion during handling, and installation. Joint ends of pipe, especially, shall be kept clean.

### 3.03 SERVICE LOCATIONS AND SHUT-DOWNS

- A. All new service locations shown on the Contract Drawings shall be subject to field location approval by the ENGINEER and/or OWNER.



- B. Where a water service must be shut-down, it shall be the CONTRACTOR's responsibility to contact the party owning the service at least 48 hours in advance to arrange a shut-down schedule prior to doing any work.
  - 1. All such schedules must be approved prior to shut-down.
  - 2. Shut-down time shall be kept to a minimum so as to keep service off for the shortest possible time.

### 3.04 INSTALLATION OF TUBING

- A. Service Tubing.
  - 1. Where directed by the ENGINEER, the CONTRACTOR shall install new 1-inch services.
  - 2. For services outside the paved areas, trench excavation shall be utilized, with tubing being carefully laid in the bottom of the trench, backfill placed and compaction completed.
    - a. Care shall be taken to insure against kinks or crushed areas.
  - 3. Backfill around and to one (1) foot over the tubing shall not contain stones greater than one (1) inch in diameter.
  - 4. For services to be installed beneath paved surfaces either trenchless or open trench methods may be used.
  - 5. Service tubing between the corporation stop and the curb stop shall be one (1) piece.
  - 6. Service tubing between the curb stop and the property line shall be one (1) piece.
  - 7. Tubing shall be connected to the curb stop and compression joints tightened.
  - 8. Wrap tubing with #12 tracer wire connected to the corporation and curb stop.
  - 9. Duct tape shall be installed over the outlet end of curb stops, to be left for future connections.

### 3.05 APPURTENANCES

- A. Corporation Stops
  - 1. Provide the necessary tap, sized for the fitting.
- B. Curb Stops and Boxes
  - 1. Install curb stops where shown on the Drawings.
  - 2. Place valve box over stop, taking care that it is installed plumb.
  - 3. Curb stops shall be key checked after adjustment of curb box to final grade.
    - a. If curb stop is not centered in the box the box shall be removed and reset over the curb stop.

**END OF SECTION**

**Section 33 42 11**  
**STORM DRAIN UTILITY PIPING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes

1. The work covered in this Section of the Specifications includes construction and placement of all storm drainage piping and connecting to drainage manholes and catch basins, and all appurtenant and incidental work, complete, in strict accordance with the Specifications and the applicable Drawings.
2. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby, made a part of this Section of the Specifications.

B. Related Sections

1. 31 00 00 Earthwork
2. 33 49 00 - Drainage Manholes and Catch Basin

**1.02 PRICE AND PAYMENT PROCEDURES**

- A. Measurement and payment requirements: per Division 01 General Requirements.

**1.03 REFERENCES**

- A. All work specified in this Section shall conform to the standard requirements of the Town of Manchester and the Commonwealth of Massachusetts Standard Specifications for Highway and Bridges, latest revision, herein referred to as "State Standards" Specifically Section 200, 230, and 140.
- B. American Society for Testing and Materials Standards.
1. American Association of State Highway and Transportation Officials (AASHTO)
    - a. AASHTO M170 – Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
    - b. AASHTO M198 – Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

2. ASTM International (ASTM)
  - a. ASTM C76 – Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
  - b. ASTM C443 – Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
  - c. ASTM C1173 – Standard Specification for Flexible Transition Couplings for Underground Piping Systems
  - d. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
  - e. ASTM D2412 – Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
  - f. ASTM D3034 – Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
  - g. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
  - h. ASTM D4101 – Standard Specification for Polypropylene Injection and Extrusion Materials
  - i. ASTM F477 – Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

#### 1.05 SUBMITTALS

- A. **Submit in accordance with the Division 01 General Requirements**
- B. Product Data
  1. Manufacturer's data and a Certificate notarized by the manufacturer certifying compliance with the specifications.
  2. Manufacturer Instructions and recommendations for storage, protection, handling, and installation of the pipe, fittings, and appurtenances.
- C. Design Data
  1. Pipe manufacturer's anti-floatation calculations for each pipe material and details, signed and stamped by a licensed Professional Engineer in the state where Project is located based on the following criteria.

## Criteria for calculations:

- Set groundwater elevation at grade above the pipe.
- Factor of safety: 1.1. Downward forces from the weight of the pipe and soils over pipe: 1.1 times the buoyant uplift forces.
- Consider pipe is empty. Do not consider the weight of internal water in calculations.

- D. Source and field quality control submittals
  - 1. Pressure testing procedures
  - 2. Test results, inspection video on DVD, and logs from inspection and testing.
- D. Closeout and Maintenance Material Submittals per Division 01 General Requirements and as follows
  - 1. Video recordings of post-construction inspections
  - 2. Record depths and take ties to locations for Conformed to Construction Record Drawings
    - A. Pipe stub capped ends
    - B. Locations of plugged pipes
    - C. Manholes and catch basins.

**1.06 QUALITY ASSURANCE**

- A. Provide in accordance with Division 01.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Materials and equipment shall be progressively delivered at the site so that there will be neither delay in the progress of the work nor an accumulation of materials that is not to be used within a reasonable time. Materials shall be so stored as to assure the preservation of their quality and fitness for the work.
- B. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.
- C. Store materials and equipment in accordance with the manufacturers instructions.
- D. Accompany each shipment of pipe, pipe fittings and appurtenances with

manufacturers' certificates of compliance.

- E. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer copies of such written permission shall be furnished to him/her. All storage sites shall be restored to their original condition by the Contractor at his expense
  - 1. Avoid damage to castings from impact, abrasion, or corrosion during handling and storage.
  - 2. Use all means necessary to protect pre-cast concrete units and materials before, during and after installation and to protect the installed work and materials for all other trades.
  - 3. In case of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at the Contractor's expense.

## **PART 2 - MATERIALS**

### **2.01 MATERIALS**

#### **A. General**

- 1. Provide fittings of same type and class of materials as pipe with single piece gasket.
- 2. Minimum pipe stiffness at 5 percent deflection: 46 psi for all sizes when tested in accordance with ASTM D2412.
- 3. Joint deflection: accommodate an offset along pipe axis of minimum of 7 inches over 20 horizontal feet.
- 4. Provide anti-floatation system for each pipe material where required designed by pipe manufacturer.
- 5. Gasket lubricant: solution of vegetable soap or other solution supplied by pipe Manufacturer.

#### **B. DRAIN PIPE LESS THAN 24 INCHES**

- 1. PVC pipe, joints and fittings 1. 15-inch diameter and smaller: ASTM D3034.
- 2. Gaskets: in accordance with ASTM F477.
- 3. 18-inch diameter and larger: ASTM F679.
- 4. Joints: rubber gasketed bell and spigot type in accordance with ASTM D3212

## C. DRAIN PIPE 24 INCHES TO 36 INCHES

## 1. Provide PVC or PP pipe in accordance with the following.

## a. PVC pipe, joints and fittings: Per ASTM F679.

- Joints: Rubber gasketed bell and spigot type per ASTM 3212.
- Gaskets: ASTM F477.

## b. PP Pipe

- Acceptable level of quality: Equivalent to ADS N-12 HP Sanitary Pipe with water tight (WT) joint, or equal. Unless otherwise specified on Plans or herein, provide thermoplastic pipe and joint fittings as specified below.
- Interior and exterior surface: Smooth with annular inner corrugations.
- Pipe stiffness: Minimum of 46 psi when tested in accordance with ASTM D2412.
- Material: Virgin per ASTM D4101.
- Pipe joining: Gasketed integral bell & spigot with watertight joint
  - 1) Watertight joint: Per ASTM D3212.
  - 2) Spigots: With 2 gaskets per ASTM F477.
    - Gaskets: Installed by the pipe manufacturer and covered with a removable, protective wrap to keep free from debris.
    - Provide with manufacturer's joint lubricant for use on the gasket and bell during assembly.
  - 3) Bell: Reinforced bell with polymer composite band.
- Provide that joint deflection accommodates an offset along pipe axis minimum of 7-inches over 20 horizontal feet.

## D. DRAIN PIPE GREATER THAN 36 INCHES

## 1. Provide PP pipe for pipes greater than 36-inches.

## E. FLEXIBLE COUPLINGS

1. Furnish ASTM 1173 flexible couplings for pipe to pipe connections.
  2. Type A: non-pressure application, elastomeric sleeve or rubber sleeve incorporating stainless steel tension bands and tightening mechanism to provide positive seal against both infiltration and exfiltration. Stainless steel bands: 300 Series. Coupling: resilient and unaffected by soil conditions, resistant to chemicals, ultraviolet rays, and fungus growth.
  3. Type C: PVC repair coupling of same type and class of materials as pipe Fitting: provided with single piece gasket.
- D. UNDERGROUND MARKING TAPE
1. Furnish detectable marking tape with aluminum core, minimum 6 inches wide and minimum 5 mils thick with APWA uniform color-coding for quick and easy identification and location. Text or lettering: CAUTION BURIED DRAIN LINE BELOW repeated continuously along length of tape at maximum intervals of 3 feet.
- E. SOURCE QUALITY CONTROL
1. Provide in accordance with Division 01 General Requirements

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Examine the substrate and conditions under which work of this Section is to be performed, and correct unsatisfactory conditions that would prevent proper and timely completion of the work. Do not proceed until satisfactory conditions have been corrected.
  1. Examine pipe and joint products for, distortion or other defects. Check coating for smoothness and tenacity. Ensure pipes are clean and clear of debris prior to installation.
- B. The installation of all pipes of various materials, structures, and connections to existing pipes/structures shall be made at the locations and elevations as shown on the drawings.
- C. All materials and each part of detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection, (such assistance may include furnishing labor, tools, and equipment, at no expense to the Engineer.)



- D. If the Engineer so requests, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or the removing and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.
- E. Any work done or materials used without authorization by the Engineer may be ordered removed and replaced at the Contractor's expense. The Contractor shall furnish written information to the Engineer stating the original sources of supply of all materials manufactured away from the actual site of the work. In order to ensure a proper time sequence for required inspection and approval this information shall be furnished at least two weeks in advance of the incorporation in the work of any such materials.
- F. For the purpose of observing work that affects their respective properties, inspectors for the municipalities, public agencies and the utility companies shall be permitted access to the work, but all official orders and directives to the Contractor will be issued by the Engineer.
- G. The inspection of the work shall not relieve the contractor of any of his obligations to fulfill the terms of the Contract as herein prescribed by the plans and specifications.
- H. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor obligate the Owner to make final acceptance.
- I. The Contractor shall give prior notice to the Engineer when work on the various items is to be performed by him or his Subcontractors. If work is suspended on any item, prior notice shall be given to the Engineer before resumption of such work.
- J. All storm drain lines shall be given combined pressure and leakage tests as detailed by the Town of Manchester.

### 3.02 GENERAL

- A. Excavation and backfilling requirements for installation of piping utilities shall be in accordance with the requirements as specified in Section 31 00 00, Earthwork.
- B. Install in accordance with manufacturer's recommendations. Secure each length of pipe with bedding before placing next length. Plug open ends whenever Work is suspended. Bed pipe as shown on Drawings. Place and compact enough backfill material between pipe and sides of trench to hold pipe in correct alignment when each pipe has been properly bedded.
- C. Excavate bell and coupling holes or provide in base material to receive bell or coupling so only barrel of pipe receives bearing pressure from supporting material. Do not permanently support pipe or fittings on blocks, wedges, boards or stones. C. Prevent floatation of pipe from water in trenches.
- D. Maintain flows during Work per Section 01 51 42.
- E. Assist Engineer as needed to run level checks on pipe slopes, and take ties.
- F. Lay pipe to line and grade shown on Drawings. Field verify elevations and slope and make adjustments as necessary. If grade is not shown, determine elevations of start and finish points for each run of pipe. Lay pipe to uniform grade between manholes. Line and grade may be adjusted by Engineer as required by field conditions. Lay each pipe to form a close joint with next adjoining pipe and bring inverts continuously to required line and grade.
- G. Immediately lay pipe as soon as excavation is completed and bedding material is at proper grade
  - 1. Insert circular rubber gasket in gasket seat provided and apply a thin film of gasket lubricant to inside surface of gasket
  - 2. Clean spigot end of pipe and enter into rubber gasket in bell. Keep joint from contacting ground
  - 3. Complete joint by forcing plain end to seat of bell. Mark pipes without depth mark before assembly to ensure spigot end is inserted to full depth of joint
- H. Do not lay next length of pipe until previous length has had sufficient material tamped around it to secure it firmly in place and prevent movement or disturbance
- I. Lay pipe in the dry trench. Dewater trench pursuant to Section 01 57 05. Do not use

installed pipe to remove water from Work area

- J. Lay pipe with bell ends facing direction of laying unless otherwise permitted by Engineer. Make joints according to pipe manufacturer recommendations
- K. Flush pipes and remove debris by method approved by Engineer. Do not perform gravity flushing
- L. Connections to manholes and catch basins: short length of pipe so joints are located within 3 feet of inside surface of manholes and catch basins
- M. Use manufacturer recommended anti-floatation system for each pipe material
- N. Flexible couplings
  - 1. Use compression type flexible connector cast into manhole wall or flexible boot connection for pipe connections to new manholes, according to pipe manufacturer recommendations. Do not field core new manholes
  - 2. Core existing manhole and install boot type flexible connector for pipe connections to existing manholes
- O. PVC Pipe Installation
  - 1. Store pipe bundles on flat surface to support barrels evenly to prevent warping. Do not use warped sections.
  - 2. Keep pipe stacked in original shipping bundles and remove only quantity of pipe needed for 1 day of laying, and distribute along trench

### 3.03 FIELD QUALITY CONTROL

- A. Provide in accordance with Division 01 General Requirements.
- B. Remove and replace damaged pipe, or encase in Class A concrete collar or envelope as directed.
- C. Perform digital video inspection of interior of pipe and catch basin lateral connections prior to final paving with experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. Submit a DVD and suitable log to Engineer for review prior to final paving
- D. Perform deflection test for flexible pipe within 30 days of completion of PVC and PP pipe installation. Test 100 percent of pipe with a Go/No-Go mandrel. Size outside dimension of mandrel to permit maximum 7.5 percent deflection.

Base mandrel dimensions on base pipe ID

1. Mandrel O.D. =  $((100-7.5)/100) \times \text{base pipe ID}$

### **3.04 CLEANING**

- A. Clean and flush piping after Work is complete and before final acceptance.

### **3.05 CLOSEOUT ACTIVITIES**

- A. Provide in accordance with Division 01 General Requirements

**END OF SECTION**

**Section 33 49 00  
DRAINAGE MANHOLES AND CATCH BASINS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes

1. The work covered in this Section of the Specifications includes construction and placement of all precast reinforced concrete drainage manholes, catch basins, castings for drain covers and frames, rungs and all appurtenant and incidental work, complete, in strict accordance with the Specifications and the applicable Drawings.

**1.02 PRICE AND PAYMENT PROCEDURES**

- A. Measurement and payment requirements: per Division 01 General Requirements.

**1.03 REFERENCES**

- A. All work specified in this Section shall conform to the standard requirements of the Town of Manchester and the Commonwealth of Massachusetts Standard Specifications for Highway and Bridges, latest revision, herein referred to as “State Standards” Specifically Section 200, 230, and 140.
- B. American Society for Testing and Materials Standards.
1. All gray iron castings shall conform to the requirements of AASHTO Designation M105, Class 30 and ASTM A48-74. Test both cover and frame, for HL-93 Highway Loading.
  2. Ductile iron castings shall conform to ASTM A 536. Grade 60-40-18 unless otherwise specified.
  3. Cast steel shall conform to ASTM A27. Grade 70-36 and shall be thoroughly annealed.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

**1.05 SUBMITTALS**

A. Submit in accordance with Division 01 General Requirements.

B. Product Data

1. The drawings shall show the setting plans, exact profile of each units, openings required, all inserts and other items which are to be embedded in the units.

C. Shop Drawings

1. Shop drawings showing details of manhole cover and frame, catch basin frame and grate, manhole step castings, construction details, tolerances and other information as required.
2. Shop Drawings showing roof drain connectors and/or adapters.

D. Certificate of Design

1. Conformance Certificate: Each shipment of castings and concrete manholes and catch basins shall be accompanied with the manufacturer's notarized certification that materials meet specified requirements.

E. Design Data

1. Manufacturer's anti-floatation calculations for each structure, signed and stamped by a licensed Professional Engineer in the State of Massachusetts based on the following criteria:
  - 1) Groundwater elevation shall be set at grade above the structure.
  - 2) Factor of safety shall be 1.1; downward forces from the weight of the pipe and soils over pipe shall be 1.1 times the buoyant uplift forces.
  - 3) The structure shall be considered empty. Calculations shall not consider the weight of internal water

F. Source and Field Quality Control Submittals

1. Closeout and Maintenance Material Submittals: per Division 01 General Requirements.

## 1.06 QUALITY ASSURANCE

A. Provide the following.

1. All pre-cast concrete shall be the product of a manufacturer who has demonstrated capability to produce pre-cast concrete products

of the quality specified. A manufacturer must be able to show that he has experienced personnel, physical facilities, established quality control procedures, and a management capability sufficient to execute the work of this contract. When requested by the Engineer, the Contractor shall submit written evidence of the above requirements.

2. Experienced plant personnel shall closely supervise the manufacturing process, and daily records of concrete strength shall be kept and submitted to the Engineer for control.
3. Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly trained and experienced in the installation of the pre-cast concrete structures and shall direct all work performed under this Section.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Materials and equipment shall be progressively delivered at the site so that there will be neither delay in the progress of the work nor an accumulation of materials that is not to be used within a reasonable time. Materials shall be so stored as to assure the preservation of their quality and fitness for the work.
- B. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.
- C. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer copies of such written permission shall be furnished to him/her. All storage sites shall be restored to their original condition by the Contractor at his expense
  1. Avoid damage to castings from impact, abrasion, or corrosion during handling and storage.
  2. Use all means necessary to protect pre-cast concrete units and materials before, during and after installation and to protect the installed work and materials for all other trades.
  3. In case of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at the Contractor's expense.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

#### A. General

- a. Cement shall be Portland cement conforming to ASTM C150, Type III, high early strength and comply with Standard Specification M4.02.
- b. Aggregate: shall conform to ASTM C330 and shall be graded, crushed stone with a resulting unit weight of concrete of up to one hundred fifty five (155) pounds per cubic foot, and a minimum unit weight of not less than one hundred forty-eight (148) pounds.
- c. Water: shall be clear and free of injurious and deleterious substances.
- d. Concrete: shall have a minimum strength of 5000 psi at twenty-eight (28) days and strength of 3000 psi at the time of form release.
- e. During the process of manufacturing of the units not less than two (2) test cylinders shall be tested at time release of the form and two (2) at age twenty- eight (28) days.
- f. All compression test cylinders shall be made, cured and stored in accordance with ASTM C31. Cylinders shall be tested in accordance with ASTM C39.
- g. All concrete shall contain three (3) to five- (5) percent air entrainment.
- h. Admixtures shall only be used after prior approval of the Engineer.
- i. All reinforcing bars shall conform to the requirements of ASTM designation: A615, Grade 60 and comply with Section 901.61 of the Standard Specification.
- j. Welded wire fabric shall conform to the requirements of ASTM designation: A185.
- k. All frames and grates shall be HL93.



## 2.02 PRECAST CONCRETE MANHOLES, CATCH BASINS AND BRICK

- A. Precast Concrete Manhole and Catch Basin Sections shall be similar or equal to that shown on the Drawings and shall conform to ASTM Specifications C-478 and C-76 Class IV Wall "B". The horizontal joints between Sections shall be sealed using a flexible butyl resin sealant and shall conform to AASHTO M-198B. In addition, the horizontal joints on the inside and outside of the manhole and catch basin shall be sealed with a "Quick Plug" as manufactured by Parson or equal.
- B. Brick shall conform to ASTM Specification C-32 for sewer brick, except that the table therein is amended to provide that the required minimum compressive strength in pounds per square inch shall be for any individual brick 3,000 or 5,000 for the average of five bricks selected at random. The maximum absorption of water by five-hour boiling test shall not exceed 16% for any individual brick or 12% for the average of any five bricks selected at random.
- C. Mortar for all brickwork shall be composed of Portland cement and sand in the proportions of 1:2. No mortar cement or lime shall be used. Cement shall be type II Portland Cement as specified for concrete masonry.
- D. The dome of the manholes shall be a precast concrete Section. The top 6-inches of the dome, not to exceed 12 inches, shall be built of brick and mortar to permit adjustment of the frame to meet the ground surface.
- E. Openings for pipe insertions shall be round and shall be precast or cored only. The diameter of the opening shall be adequate to install a rubber boot seal. The cored or precast opening shall maintain a minimum undisturbed distance of 6" from manhole Section joints. Flexible rubber boot shall be neoprene with stainless steel clamps and bands.
- F. The precast bases shall be supported on a compacted level foundation of crushed stone at least 6-inches thick, or as indicated on the drawings.
- G. The barrel shall be at least 48 inches inside diameter with not less than 5-inch thick wall.
- H. Sections shall be steam cured and shall not be shipped until at least 5 days after having been cast.
- I. The date of manufacture and the name of trademark of the manufacturer shall be clearly marked on the inside of the barrel.

- J. The top conical Section shall have a wall thickness not less than 5-inches at the bottom and wall thickness of 8 inches at the top. The conical Section shall taper from a minimum of 48 inches diameter to 36 inches diameter at the top.

## 2.03 DRAINAGE MANHOLE FRAMES AND COVERS

- A. Manhole Frames and Covers shall have a hot-dipped bituminous coating and form to the details on the Drawings. Cast iron shall conform to ASTM A-48, Class 25. The underside of the cover and upper side of lip frame must present parallel plane surfaces, and at these points of contact, the frames and covers shall be machined to prevent covers from rocking in the frames under traffic.
- B. Covers shall bear evenly in the frame and both frame seats and covers shall be accurately fabricated so that covers are interchangeable for use with any and all frames. Where indicated, frames and covers shall be watertight, and locked. The sizes and weights (medium duty, heavy duty) are shown on the detail sheets for special manholes.
- C. Mortar shall consist of one part cement and two parts clean sand. No lime shall be used.
- D. Covers shall have a non-slip surface and shall have the word "DRAIN", as applicable, inscribed.
- E. Frames and covers shall be installed on the manholes as indicated on the Drawings. They shall be well bedded and encased in cement mortar and accurately set to the grades indicated. Red clay brick with cement mortar shall be used to adjust grade of frame and cover. One half inch of cement mortar plaster cast shall be applied to exterior of red clay bricks.
- F. All frames shall be designed for HL93 wheel loading.
- G. Manhole frames and covers shall be supplied in accordance with the Town of Manchester specifications or equal.

## 2.04 CATCH BASIN FRAMES AND GRATES

- A. Catch Basin Frames and Grates shall have a hot-dipped bituminous coating and conform to the details on the drawings. Cast iron shall conform to ASTM A-48, Class 30. The underside of the grate and upper side of lip frame must

present parallel plane surfaces, and at these points of contact, the frames and grates shall be machined to prevent grates from rocking in the frames under traffic.

- B. Grate shall bear evenly in the frame and both frame seats and grates shall be accurately fabricated so that grate is interchangeable for use with any and all catch basin frames. The sizes and weights (medium duty, heavy duty) are shown on the detail sheets.
- C. Mortar shall consist of one part cement and two-part clean sand. No lime shall be used. Gratings shall have a non-slip surface.
- D. Gratings shall be installed on the catch basins as indicated on the Drawings. They shall be well bedded and encased in cement mortar and accurately set to the grades indicated. Red clay brick with cement mortar shall be used to adjust frame and grate. One half inch of cement mortar plaster cast shall be applied to exterior of red clay bricks.
- E. Catch basin frames and grates shall be as specified by the Town of Manchester or equal.

## 2.05 MANHOLE STEPS

- A. Steps shall conform to ASTM C-478.
- B. The capacity of each step shall be 1000 lb. At 6-inch distance from wall, 1500 lb. At 4- inch distance from wall.
- C. Steps shall measure 12 inches wide (min.) and extend 5 1/8 inches from wall (min).
- D. Manhole steps shall be provided in each base, riser and top Section and shall be integrally cast in each; 12 inches O.C.
- E. Catch Basin Hood / Oil and Grease Trap: R-3704 with vent holes as manufactured by Neenah Foundry, Inc. or approved equal. Catch basin hoods shall be cast iron, and shall be mounted in accordance with manufacturer specifications.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Examine the substrate and conditions under which work of this Section is to be performed, and correct unsatisfactory conditions that would prevent proper and timely completion of the work. Do not proceed until satisfactory conditions have been corrected.
  - 1. Examine castings for blowholes, porosity, hard spots, shrinkage, distortion or other defects. Check coating for smoothness and tenacity.
- B. The installation of all pipes of various materials, structures, and connections to existing pipes/structures shall be made at the locations and elevations as shown on the drawings.
- C. All materials and each part of detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection, (such assistance may include furnishing labor, tools, and equipment, at no expense to the Engineer.)
- D. If the Engineer so requests, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or the removing and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.
- E. Any work done or materials used without authorization by the Engineer may be ordered removed and replaced at the Contractor's expense. The Contractor shall furnish written information to the Engineer stating the original sources of supply of all materials manufactured away from the actual site of the work. In order to insure a proper time sequence for required inspection and approval this information shall be furnished at least two weeks in advance of the incorporation in the work of any such materials.

- F. For the purpose of observing work that affects their respective properties, inspectors for the municipalities, public agencies and the utility companies shall be permitted access to the work, but all official orders and directives to the Contractor will be issued by the Engineer.
- G. The inspection of the work shall not relieve the contractor of any of his obligations to fulfill the terms of the Contract as herein prescribed by the plans and specifications.
- H. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor obligate the Owner to make final acceptance.
- I. The Contractor shall give prior notice to the Engineer when work on the various items is to be performed by him or his Subcontractors. If work is suspended on any item, prior notice shall be given to the Engineer before resumption of such work.
- J. All storm drain lines shall be given combined pressure and leakage tests as detailed by the Town of Manchester.
- K. Vacuum testing of the structures installed may be required at the Engineer's discretion. Vacuum testing of the manhole or catch basin structure will be completed by the Contractor to 5" of mercury for 3 minutes with a 1" of mercury allowance.

### 3.02 GENERAL

- A. Excavation and backfilling requirements for installation of manhole and catch basin structures shall be in accordance with the requirements as specified in Section 31 00 00, Earthwork.
- B. Manhole and catch basin barrel and cone Sections shall be set so as to be vertical and in true alignment.
- C. Where required for future connections, openings shall be cast in the manholes and catch basins at the proper location and shall be sealed with watertight brick bulkheads or plugs.
- D. Drop manholes shall be built in accordance with the details shown on the Drawings and as specified herein.

- E. The inverts of all manholes shall be constructed of brick and formed to the details shown on the Drawings.

### 3.03 CONSTRUCTION AND INSTALLATION

- A. Bottom riser Sections of reinforced concrete manholes and catch basins may be either cast-in-place or precast concrete. The top edges, of cast-in-place bottom Sections, shall be formed with a removable steel ring template designed to fit the tongue end of the precast riser Sections.
- B. Inverts: Where pipe alignment permits, and where directed by the Engineer, the pipe shall be continued through the manhole and the top half carefully and evenly cut away. Where changes in alignment occur, unless otherwise authorized by the Engineer, inverts shall be constructed of brick and mortar with a smooth flow line and an even curve in accordance with the plans.
- C. Joints: Pipe joints into manholes and catch basins shall be constructed in accordance with the details shown on the plans. Complete details of the boot manufacture and installation shall be submitted for approval. All areas around pipes passing through walls of manholes and catch basins shall be completely filled with waterproof cement mortar to tightly fill any space through which water can pass. All manhole and catch basin joints between Sections shall also be completely filled with waterproof mortar, both inside and outside, and coated with epoxy sealer inside and out.
- D. Bricks shall be laid in a workmanlike manner, true to line, and the joints shall be carefully struck and pointed on the inside. Bricks shall be thoroughly wet when laid and each brick shall be laid in mortar so as to form full bed, end and side joints in one operation. The outside of the brickwork shall be neatly plastered with ½" layer of cement mortar as the work progresses. The brickwork shall be satisfactorily bonded to the concrete and cast iron frame. No brick masonry shall be laid in water, or any water allowed to rise on the brickwork until the masonry has set for at least 24 hours.

**END OF SECTION**